

BILL NO. G-92-10-35 (AS AMENDED) *(as amended)*

GENERAL ORDINANCE NO. G- 53-92

AN ORDINANCE AMENDING CHAPTER 14,
ARTICLE V OF THE CODE OF LAWS OF THE
CITY OF FORT WAYNE ESTABLISHING A
USER FEE FOR THE COLLECTION AND
DISPOSAL OF RESIDENTIAL MUNICIPAL
SOLID WASTE.

WHEREAS, the City of Fort Wayne has chosen to
provide the service of residential refuse collection and
disposal, through its Board of Public Works in accordance
with I.C. 36-9-6-19, and

WHEREAS, the City of Fort Wayne, pursuant to
I.C. 36-9-30-5 has contracted with Waste Management, Inc.
for the collection and disposal of refuse from
residential units, as those terms are defined in said
contract, through December 31, 1994, and

WHEREAS, the Common Council of the City of Fort
Wayne, in accordance with I.C. 36-9-30-6, has annually
made appropriations from the General Fund to cover the
necessary and incidental costs of providing for such
refuse disposal without assessing a charge against the
residential user of this service, and

WHEREAS, I.C. 36-9-30-7 grants to the Board of
Public Works the power to collect revenues for the
service of collecting and disposing of solid waste, and

WHEREAS, the Common Council of the City of Fort
Wayne now finds such a user fee should be implemented
beginning January 1, 1993, to pay all necessary and
incidental costs of providing residential refuse
collection and disposal services throughout the City of
Fort Wayne.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. Definitions.

BULKY WASTE - A large appliance, piece of furniture or
waste material from a residential source
other than Freon waste items,
construction debris or hazardous waste,

with a weight or volume greater than that allowed for containers.

**FREON WASTE
ITEM -**

An appliance or other waste item of a type which originally contained Freon or any other nonflammable gaseous or liquid fluorinated hydrocarbons used as a refrigerant, disposal of which is specifically regulated by the United States Environmental Protection Agency (USEPA).

GARBAGE -

Putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food including food containers.

**HAZARDOUS
WASTE -**

Waste designated as hazardous by the USEPA and/or the Indiana Department of Environmental Management (IDEM).

**MOBILE PARK
HOME -**

This term shall be defined consistent with Indiana Code 13-1-7-2 and, for the purposes of this Chapter, shall also include such areas containing less than five (5) mobile homes when all other elements of that definition have been met.

REFUSE -

Discarded waste materials, in a solid or semi-solid state consisting of garbage, rubbish or a combination thereof.

**RESIDENTIAL
MUNICIPAL
WASTE -**

This term shall include residential garbage, bulky waste, rubbish and refuse as above defined and shall be interpreted to be consistent with that definition (Municipal Waste) as set out in I.C. 13-7-31-2 with the restriction that wastes from all industrial, office, commercial and institutional establishments are specifically excluded hereunder.

**RESIDENTIAL
UNIT -**

A group of rooms located within a building or mobile home and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and eating. This definition also includes buildings containing four (4) or fewer separate or contiguous single-family dwelling units whose owner has not waived single family pick-up.

RUBBISH -

Non-putrescible solid waste consisting of combustible and non-combustible materials including yard and garden waste but excluding hazardous wastes, infectious waste and tires.

SECTION 2. Commencing January 1, 1993, the City of Fort Wayne shall assess a fee of \$5.00 per month for the service of collection and disposal of residential municipal waste rendered by the City.

SECTION 3. Such service and fee shall be rendered only to residential units as above defined, within the confines of the corporate limits of the City of Fort Wayne, Indiana. The monthly fee shall be billed to each residential unit and collected in conjunction with other utility services provided by the City. When the utility account covers a building containing greater than one single-family unit, said account shall reflect two monthly fees hereunder. Utility accounts for mobile home parks shall be billed on a 90% occupancy rate.

SECTION 4. The fee charged hereunder shall take priority over all other charges for utility services provided by the City of Fort Wayne. Partial payments shall first be applied to satisfy this service fee. Delinquent accounts shall be handled consistent with other utility accounts under Article IX of Chapter 24 of the Municipal Code.

SECTION 5. Assessment of this charge may be appealed by any utility user through a Petition to Appeal Residential Municipal Waste User Fee to the Utility Customer Relations Supervisor along with verifiable documentation showing that said user's residential unit is currently served by an approved refuse collection and disposal service other than that provided by the City. The Customer Relations Supervisor's determination shall be reviewable by the Director of Operations for City Utilities. The Director's decision shall be final and appealable. These administrative procedures shall be conducted consistent with I.C. 4-21.5-3, et seq. No dispute or appeal of said fee shall be a valid reason for non-payment until or unless said charge is deleted from the user's utility account by the City. In such case, any overpayment made hereunder shall be applied as a credit to said user's utility account to satisfy charges for water and sewer usage and/or storm water service.

1 SECTION 6. Proper disposal of Freon waste items
2 shall be the responsibility of the owner thereof.

3 Collection and disposal of Freon waste items
4 from residential sources shall be provided by the City
5 only upon attachment of a Fort Wayne Disposal tag
6 purchased from designated vendors for said purpose.

7 It shall be unlawful for any person to leave or
8 permit to remain outside of any dwelling, building or
9 other structure, or within any unoccupied or abandoned
10 building, dwelling or other structure under his/her
11 control, any abandoned, unattended or discarded Freon
12 waste item for a period of greater than seven (7)
13 consecutive days.

14 Failure to properly dispose of a Freon waste
15 item within a seven (7) day period shall constitute a
16 nuisance under this Chapter punishable by fine of fifty
17 dollars (\$50.00) per violation.

18 SECTION 7. (a) The Board of Public Works shall
19 have the responsibility and authority to adopt rules and
20 regulations governing the implementation of this
21 residential municipal waste collection and disposal
22 program which shall include the authority to appoint an
23 agent for the collection of the charges due hereunder,
24 and may provide for late payment charges, attorney 2fees
25 and court costs which may be added to other charges due
26 should a delinquency occur on the utility account.

27 (b) The Board of Public Works shall have the
28 authority to hire and/or contract for such collection and
29 disposal services as provided by I.C. 36-9-30-8.

30 SECTION 8. The fee and residential municipal
31 waste collection and disposal program established
32 hereunder shall be reviewed at least annually. Said rate
system shall be adjusted as necessary to provide
sufficient funds to pay any and all contract fees for
collection, hauling and/or disposal of such residential

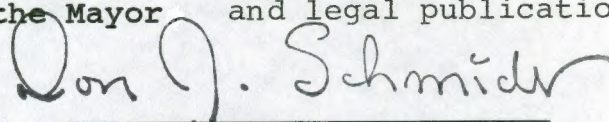
1 municipal waste and all costs incidental to the program,
2 but shall also strive to equitably assess charges in a
3 manner conducive to voluntary recycling. However, the
4 fee shall not exceed \$5.00 for 1993.

5 **SECTION 9. Severability.**

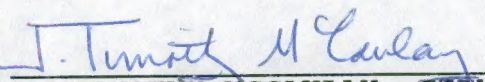
6 a) The invalidity of any section, sentence, clause,
7 paragraph, part or provision of this Ordinance shall not
8 affect the validity of any other section, sentence,
9 clause, paragraph, part or provision of this Ordinance
10 which can be given meaning without such invalid part or
11 parts.

12 b) All Ordinances or parts of Ordinances and
13 sections of the Municipal Code of the City of Fort Wayne
14 in conflict herewith are hereby repealed.

15 **SECTION 10.** This Ordinance shall be in full
16 force and effect from and after its passage and any and
17 all necessary approval by the Mayor and legal publication
18 thereof.

19 
20 Council Member

21 APPROVED AS TO FORM
22 AND LEGALITY

23 
24 J. TIMOTHY MCCAULAY, CITY ATTORNEY

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FOUR STAR BOND

GENERAL ORDINANCE NO. G-_____

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for the collection and disposal of refuse from
residential units, as those terms are defined in said
contract, through December 31, 1994, and

WHEREAS, the Common Council of the City of Fort
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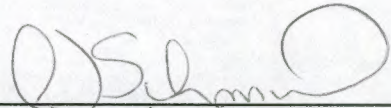
WHEREAS, I.C. 36-9-30-7 grants to the Board of
Public Works the power to collect revenues for the
service of collecting and disposing of solid waste, and

WHEREAS, the Common Council of the City of Fort
Wayne now finds such a user fee should be implemented
beginning January 1, 1993, to pay all necessary and
incidental costs of providing residential refuse
collection and disposal services throughout the City of
Fort Wayne.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.



Council Member

APPROVED AS TO FORM
AND LEGALITY


J. TIMOTHY MCCAULAY, CITY ATTORNEY

Read the first time in full and on motion by Belmont, seconded by Belmont, and duly adopted, read the second time by title and referred to the Committee on Committee of the City (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 10-13-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Belmont, seconded by Belmont, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>8</u>	<u>1</u>		
BRADBURY		<u>✓</u>		
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 11-24-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. G-53-92 on the 24th day of November, 1992.

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Thomas P. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of November, 1992, at the hour of 3:00 o'clock P., M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of November, 1992, at the hour of 5:00 o'clock P., M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE GENERAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE ESTABLISHES A USER FEE FOR THE COLLECTION OF RESIDENTIAL REFUSE.

*D-98-10-35
(as amended)
(as amended)*

EFFECT OF PASSAGE USER FEE WOULD PAY COSTS OF CONTRACT AND INCIDENTAL EXPENSES FOR COLLECTION AND DISPOSAL OF RESIDENTIAL REFUSE.

EFFECT OF NON-PASSAGE COSTS WOULD BE PAID FROM PROPERTY TAX BASE.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) _____

ASSIGNED TO COMMITTEE (PRESIDENT) _____

BILL NO. G-92-10-35 *(as amended)*

REPORT OF THE COMMITTEE ON
THE COMMITTEE OF THE WHOLE

DONALD J. SCHMIDT, CHAIR
CLETUS R. EDMONDS, VICE CHAIR
ALL COUNCIL MEMBERS

Roll

WE, YOUR COMMITTEE ON THE COMMITTEE OF THE WHOLE TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) AMENDING CHAPTER 14,
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ESTABLISHING A USER FEE FOR THE COLLECTION AND DISPOSAL OF
RESIDENTIAL MUNICIPAL SOLID WASTE

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Richie Jones
Mark E. Edwards

John Talarico

J. Brabury
P. Henry
Alleen Carrie
Cletus R. Edmonds

DATED:

Sandra E. Kennedy
City Clerk

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24 disposal service other than that provided by the City.
25 The Customer Relations Supervisor's determination shall
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15 item within a seven (7) day period shall constitute a
16 nuisance under this Chapter punishable by fine of fifty
17 dollars (\$50.00) per violation.

18 SECTION 7. (a) The Board of Public Works shall
19 have the responsibility and authority to adopt rules and
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1 municipal waste and all costs incidental to the program,
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 3 manner conducive to voluntary recycling.

*Amended by Council 4/20/93
 5 (for)*
~~However~~; the fee shall not exceed \$5.00 for 1993.

SECTION 9. Severability.

6 a) The invalidity of any section, sentence, clause,
 7 paragraph, part or provision of this Ordinance shall not
 8 affect the validity of any other section, sentence,
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 10 which can be given meaning without such invalid part or
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 14 in conflict herewith are hereby repealed.

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18
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 Council Member

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 21 APPROVED AS TO FORM
 22 AND LEGALITY

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 24 _____
 J. TIMOTHY MCCAULAY, CITY ATTORNEY

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Indiana Code 12-1-1-1

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
COLLECTION, TRANSPORTATION AND DISPOSAL
OF SOLID WASTES
IN CORPORATATION LIMITS
OF FORT WAYNE, INDIANA

CITY OF FORT WAYNE, INDIANA

PAUL HELMKE, MAYOR

BOARD OF PUBLIC WORKS AND SAFETY

ANGELA S. DERHEIMER
Director of Public Works

C. DAVID SILLETO
Director of Administration and Finance

MICHAEL McALEXANDER
Director of Public Safety

**OUTLINE OF CONTRACT DOCUMENTS FOR
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL AND
REQUEST FOR PROPOSAL FOR COLLECTION OF RESIDENTIAL
RECYCLABLE MATERIALS**

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FOR COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS ZONE 1.....45

EXHIBIT "A" Description of Zones

EXHIBIT "A-1" Zone Map

EXHIBIT "B" - List of City Facilities and Public Litter Barrels

EXHIBIT "C" - Affirmative Action Forms

EXHIBIT "D" - Form 96

REQUEST FOR BIDS
FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL
AND
REQUEST FOR PROPOSAL FOR COLLECTION OF RESIDENTIAL
RECYCLABLE MATERIALS

Sealed proposals (i.e., "bids") will be received by the City of Fort Wayne by its Board of Public Works and Safety located at Room 920, City-County Building, Fort Wayne, Indiana 46802 until 9:00 AM prevailing local time on the 26th day of April, 1989. All bids will then be publicly opened and read aloud.

Bids must be made on the Proposal Forms and in accordance with the Instructions to Bidders. The Contract Documents, of which the Proposal Form is a part, are published by and available through the Department.

Special Required Alternate - In addition to the other requirements a bidder shall submit a proposal for the provision of curbside recycling services in the City beginning January 1, 1990. The Contractor is encouraged to develop an innovative response to this proposal. Contractor's response shall be a supplement to proposal documents.


Envelopes containing the bids must be sealed and must clearly show the name and address of the bidder, the date and time of bid opening, and the statement "Proposal for Residential Solid Waste collection and Disposal" and alternate proposal for collection of residential recyclable materials. Bids may be withdrawn up to 24 hours prior to bid opening.


A Bid Bond or certified check must accompany the bid in accordance with the Instructions to Bidders. Said bond will be held as a guarantee that in the event the bid is accepted and a Contract awarded to the bidder, the Contract will be duly executed, and its performance properly secured by the required performance bond or letter of credit. The successful bidder will be required to execute the Contract within ten (10) days after award of the Contract to him. In case the bidder neglects to so execute the Contract, the bond accompanying the bid shall be forfeited to the City, not as a penalty, but as liquidated damages.

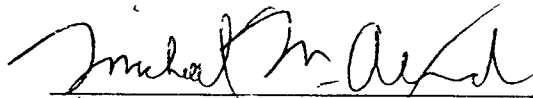
The City reserves the right to reject any or all bids or alternates to waive irregularities and/or informalities in any bid, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

City of Fort Wayne

By: Its Board of Public Works and Safety


Angela S. Derheimer
Director of Public Works


C. David Silletto
Director of Administration and Finance


Michael McAlexander
Director of Public Safety

INSTRUCTIONS TO BIDDERS
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL
AND ALTERNATE PROPOSAL COLLECTION OF RESIDENTIAL
RECYCLABLE MATERIALS
THE BOARD OF PUBLIC WORKS AND SAFETY
FORT WAYNE, INDIANA

1. PREBID CONFERENCE

A prebid conference for all interested bidders will be held at 9:00 AM April 4, 1989, in the Board of Works Conference Room, 3rd Floor City County Building, One East main Street, Fort Wayne, Indiana 46802.

2. RECEIPT AND OPENING OF PROPOSALS

The City of Fort Wayne invites and will receive Proposals (i.e., "bids") on the forms attached hereto at the office of the Board of Public Works and Safety until 9:00 AM prevailing local time on April 26th, 1989. Bids will be publicly opened and read aloud immediately following said time on said date. Bids must be sealed and addressed to The Board of Public Works and Safety of the City of Fort Wayne and plainly marked "Proposal for Residential Solid Waste Collection and Disposal and Alternate Proposal for Collection of Residential recyclable Materials."

3. SCOPE OF WORK

The work to be performed under this Contract shall consist of all items contained in the Proposal including the provision of all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as set forth in the specifications attached hereto. Additionally, the City will consider alternate proposals for weekly collection of residential recyclable materials beginning January 1, 1990.

4. TERM OF CONTRACT

The term of this Contract will be for a five (5) year and five (5) month period beginning on August 1, 1989, and ending December 31, 1994. The parties agree that by their mutual consent, each expressed in writing and received at least ninety (90) days before the termination of the current term ending on December 31, 1994, that this Contract may be extended for an additional period of one (1) year upon the same terms and conditions as set forth in this Contract.

5. PREPARATION AND SUBMISSION OF PROPOSAL

All proposals (i.e., "bids") must be prepared and signed by the bidders on the form attached hereto and without removal from this bound pamphlet. If submitted by a corporation, the

bid must be signed by an officer of the corporation, or by other persons authorized by a resolution of the Board of Directors. Bids which are not signed by individuals or corporations making them shall have attached hereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

All bids must be legibly written in ink or typewritten without whiteout or other alterations. Proposed rate schedules and quantities must be written in both words and figures. In the event of a discrepancy or error, the unit prices and quantities as written out in words shall govern. The required alternate proposal shall be a supplement to the bound documents and shall be prepared in as much detail as possible by bidder.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and plainly marked "Proposal for Residential Solid Waste Collection and Disposal and Alternate Proposal for Collection of Residential Recyclable Materials." If forwarding by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid. The City reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, to waive any irregularities, and to reject any and all bids. Conditional bids will not be accepted.

6. CONTRACTOR TO MAKE EXAMINATIONS

Bidders shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment and material needed thereon. The bidder shall make his own determinations as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the City. The bidder agrees that if he should execute the Contract he shall make no claim against the City because of estimates or statements made by any officer or agent of the City which may prove to be in any respect erroneous. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve him of any obligations with respect to his bid or the Contract. The Board of Public Works and Safety of the City of Fort Wayne shall make all such documents available to the bidders.

7. BID BOND

Each bid must be accompanied by a certified check, cashier's check, or Bid Bond in the amount of Two Hundred Thousand Dollars (\$200,000.00), payable to the City of Fort Wayne

Board of Public Works and Safety as guarantee that if the bid is accepted, the bidder will execute the Contract within ten (10) days of its award. The amount of \$200,000.00 is the maximum amount for a city-wide bid and shall qualify a bidder for bidding separate zones as well as the complete City zone. A bidder desiring to bid for zones other than the Zone 1 City-wide zone who has not also bid on Zone 1, shall submit a Bid Bond in the amount of Sixty-Seven Thousand Dollars (\$67,000.00) for each zone separately bid. The failure or refusal of the successful bidder to enter into the Contract within said time frame will result in the forfeiture of the Bid Bond (or check) to the City as liquidated damages. Forfeiture of the security shall be the sole remedy of the City. Award of the Contract may then be made to the next best qualified bidder or the work readvertised for proposals as the City may elect.

The Bid Bond of the lowest three bidders will be held until the Contract is executed. If no bid has been selected within 60 days of the opening of bids, securities will be returned upon demand of any bidder at any time thereafter, provided that he has not been notified of the acceptance of his bid.

Each bid must also be accompanied by a certificate of insurance evidencing the coverages set forth in the Contract

Specifications. In lieu of the certificate, the bidder may submit evidence satisfactory to the City that, in the event that award of the Contract is made to him, the required coverages would be in place before execution of the Contract.

8. PERFORMANCE BOND/LETTER OF CREDIT

The selected bidder shall have 14 days after notification of acceptance of the bid to deliver to the City a Performance Bond or letter of credit in the amount of (see Section VII of Contract Specifications). Said bond or letter of credit is to be executed by a surety or banking institution satisfactory to the City, guaranteeing both the faithful performance of the Contract and the due payment of all lawful claims for all labor, material and equipment used in the work. A letter of intent written by the surety stating that said bond will be delivered before work can commence shall be submitted with the bid. The form of the bond is appended hereto.

9. QUALIFICATIONS AND COMPETENCY OF BIDDERS

Each bidder is required to submit with the bid certified supporting data regarding his qualifications and suitability for the work to be performed including the following information, sworn to under oath by him:

- a. Indiana legal requirements - each bidder shall submit under oath with its proposal, completed statements of its work experience, its proposed plan for performing the work, the equipment it has available to perform the work and its financial statement. The statements shall be submitted on questionnaire form number 96 of the Indiana State Board of Accounts. The term construction in form 96 shall be interpreted to mean the collection, transportation and disposal of solid waste.
- b. Guaranty - if any bidder relies on the assets of its parent corporation or any other entity, then a guarantee document legally executed by such parent corporation or any other entity shall be submitted along with, and as a part of the bidder's bid, as to the fact that such parent corporation or any other entity guarantees the full and faithful performance of this Contract, and that all assets of the parent corporation or other entity would be subject to the faithful performance of the bidding company.
- c. Where the bidder is a corporation, evidence that the bidder is in good standing under the laws of the State of Indiana. In case of corporations organized under the laws of any other state, evidence that the bidder is

licensed (or is capable of being licensed) to do business and is in good standing under the laws of the State of Indiana, or a sworn statement that it will take all necessary action to become so licensed if its bid is accepted.

- d. Evidence, in form and substance satisfactory to the City, that the bidder (or its affiliated companies) has been in existence as a going concern for in excess of five (5) years and/or possesses not less than two (2) years actual operating experience in Refuse collection and disposal.
- e. A letter of intent from a waste disposal facility licensed by the jurisdiction in which it is located committing to enter into a binding contract to receive all solid waste delivered by bidder under this Contract for the duration of this Contract. Said letter of intent shall bind the waste disposal facility and the bidder to execute a binding Contract within ten (10) days after the bidder has been notified of the acceptance of his bid.
- f. Special Required Alternate - In addition to the other requirements a bidder shall submit a proposal for the provision of curbside recycling services in the City beginning January 1, 1990. The Contractor is encouraged to develop an innovative response to this request. The

contractor would be required to design and operate the collection and processing system and to develop marketing arrangements to market all materials collected. The curbside program proposed is required to provide weekly collection services to all eligible households in the City. Collection for all households should be scheduled to occur on the same day as regularly scheduled metropolitan solid waste collection. At a minimum collection of newspapers, glass containers, aluminum and tin or steel containers should be provided. Containers for storage and set-out of recyclable materials should be included in the program and provided to all eligible households. The contractor should also propose a public education program to be conducted in conjunction with the City Department of Public Works. The design and operation of the collection, processing and marketing system shall be subject to the approval of the City and the City reserves the right to reject any and all such proposals without affecting the separate proposal for residential, solid waste collection and disposal. Contractors recycling proposal should not be conditioned upon the contractor for recycling being the same as the contractor for metropolitan solid waste collection and disposal.

10. BASIS OF THE PROPOSAL

Proposals with respect to refuse collection and disposal are solicited on the basis of rates per ton of solid waste collected, compacted and transported and a cost per ton for the disposal of solid waste. The tonnage of the waste collected and disposed may vary from time to time and so the total compensation due the contractor may change.

10. ADDENDA AND EXPLANATION

Explanations desired by a prospective bidder shall be requested from the City in writing and if explanations are necessary a copy shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request for such explanation and any other information regarding the Contract shall be addressed in writing to The Board of Public Works and Safety. Any verbal statements given by any person, previous to the award, shall be unauthoritative and not binding. April 19th, 1989, at 10:00 AM prevailing local time is the last date and time by which bidders may submit such written requests.

CONTRACT SPECIFICATIONS

SOLID WASTE COLLECTION

1989

I. INTENT AND PURPOSE

It is the intent of the City of Fort Wayne to furnish to single family residents a comprehensive solid waste collection service consisting of weekly pick-up of bagged and containerized garbage and household rubbish from all single family residences, smaller multi-family residential complexes and City facilities within the boundaries of the specific zones established in this Contract. The term smaller multi-family residential complexes as used herein shall be deemed to mean such multi-family residential complexes having four (4) or fewer residential units who have not waived their right to solid waste collection under the terms of this contract. Additionally the contractor shall pickup solid waste from all City trash cans and public litter barrels and all City operated facilities other than the Parks Department.

II. ZONES

This Contract will allow for up to four (4) separate proposals within one bid. The City has been divided into three

(3) zones. Each zone may be independent from each other or any combination of the zones may be bid. Each contractor is strongly encouraged to submit a bid on Zone 1 which is the City wide zone. The location of each zone is described in Exhibit "A" attached to this document and on a map attached as Exhibit "A-1."

III. DEFINITION

BAGS - Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 lbs.

BID BOND - The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Bidders, submitted with the bid as a guarantee that the bidder will, if called upon to do so, accept and enter in the Contract.

BULKY WASTE - A large appliance, piece of furniture or waste material from a residential source other Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Containers.

BUNDLE - Yard and garden trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding 5 feet in length or 60 lbs. in weight.

CITY - Refers to the City of Fort Wayne, Indiana, and its Board of Public Works and Safety.

CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling, repair or demolition operations in excess of thirty-five (35) pounds.

CONTAINERS - (a.) Reusable Containers - A receptacle made of plastic, metal, or fiberglass with a capacity not to exceed 30 gallons, a loaded weight of no more than 35 lbs., a tight-fitting lid, and handles of adequate strength for lifting. (b.) Non-reusable Containers - See definition of Bags.

CONTRACT DOCUMENTS - The Request for Bids, Instruction to Bidders, Contractor's Proposal, Contract Specifications, Contract, Performance Bond, any addenda or changes to the foregoing documents agreed to by the City or the Contractor, Non-Collusion Affidavit, Form 96, Statement of Experience and Collection of Solid Waste, Insurance Certificates, EEO/AA documents (2) and Exhibit "C."

CONTRACTOR - The individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under Contract with the City.

DISPOSAL SITE - A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary

landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

GARBAGE - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.

HAZARDOUS WASTE - Waste designated as hazardous by the United States Environmental Protection Agency or appropriate state agency.

LETTER OF CREDIT - A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the City) for non-performance in amounts and under conditions as may be specified in the agreement.

PERFORMANCE BOND - A corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract's Specifications.

REFUSE - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

RESIDENTIAL UNIT - A group of rooms located within a building or mobile home and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and eating. This definition also includes

buildings containing four or fewer separate or contiguous single-family dwelling units whose owner has not waived single family pick-up.

RUBBISH - Non-putrescible solid wastes consisting of combustible and non-combustible materials including yard and garden wastes.

IV. SCOPE OF CONTRACT

EFFECTIVE DATE - This Contract shall become effective on the day of execution. Contractor shall begin the service of residential solid waste collection and disposal as set out by this agreement on August 1, 1989.

TERM - The term of this Contract shall be for a five (5) year five (5) month period beginning August 1, 1989, and terminating December 31, 1994. The parties agree that by their mutual consent, each expressed in writing and received at least ninety (90) days before the termination of the current term ending on December 31, 1994, that this Contract may be extended for an additional period of one (1) year upon the same terms and conditions as set forth in this Contract.

COMPLIANCE WITH APPLICABLE LAWS - The parties to this Contract agree that the laws of the State of Indiana shall govern the validity, construction, interpretation, and effect of this Contract. The Contractor shall conduct the service of residential

solid waste collection as provided for by this Contract in compliance with all applicable federal and state regulations and laws. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

BANKRUPTCY - "Insolvent" for the purposes of this clause shall mean a party's inability to pay its debts as they mature.

A party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the Contract with thirty (30) days written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of the Contract where the Contractor is in the process of voluntary or involuntary bankruptcy.

The City shall not be bound to the Contract by an insolvent Contractor's trustee or receiver.

In the event of the Contractor's bankruptcy, the City will have the same remedies as provided for Breach of Contract.

BREACH OF CONTRACT - If the Contractor fails to perform, or fails to perform in a satisfactory manner, or fails to perform in accordance with applicable ordinances, the City shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. The Contractor must within seven (7) days of receipt of such demand return to the City Board of Public Works and Safety or their designee a written statement that explains reasons for non-performance or delayed, partial or substandard performance during that period and any continuation thereof. The Contractor also has available to him the option to appear with an explanation before the City Council. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the City may, except under conditions of Force Majeure, upon recommendation from the Board of Public Works and Safety, terminate this Contract with 2/3 vote of the Council and, as its sole remedy, make demands under the terms of the Performance Bond or the Letter of Credit.

FORCE MAJEURE - Neither the Contractor nor the City shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor or City.

If such circumstances persist for more than fourteen (14) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of fourteen (14) days, he or the City may terminate this Contract upon written notice given in thirty (30) days advance to the other party.

ARBITRATION AND AWARD - Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

ASSIGNMENT OF CONTRACT - No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express consent of the City, which consent shall not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety as such a delegation will not relieve the Contractor or his Surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.

CHANGE OF OWNERSHIP - In the event that the Contractor's business assets are sold, the City maintains the right to hold the original owner solely liable. If, however, the City determines

that the new ownership can adequately and faithfully render the services called for in this Contract for the remaining term of the Contract, then the City may elect to execute a novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this agreement.

CHANGE IN CONTRACTED DISPOSAL SITE - In the event for any reason Contractor changes the licensed disposal facility with which he contracted for disposal of the solid waste generated under this Contract, he shall furnish City for approval a copy of the Contract with the new licensed disposal facility contracting to accept all solid waste generated under this Contract for the term remaining under said Contract as well as operational details of the disposal site. No change in disposal site causing an increased price to City shall be approved without evidence showing the emergency requirement for the change.

WAIVERS - A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains

of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this section.

ILLEGAL AND INVALID PROVISIONS - Should any term, provision or other part of this Contract be declared illegal it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

JOINT AND SEVERAL LIABILITY - If the contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the contractor shall be jointly and severally liable.

BINDING EFFECT - The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

AMENDMENT OF THE CONTRACT - No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representative of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all the parties.

The written modification is not to become effective for a period of thirty (30) business days during which time either party may revoke the writing upon delivery to the other party of written notice to that effect, dated and signed by a notary.

MERGER CLAUSE: PREVIOUS AGREEMENTS SUPERSEDED - This agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Contract if they alter, vary or contradict this agreement.

V. SERVICE, OPERATIONS, PERFORMANCE AND INCENTIVES

The Contractor shall work under the immediate supervision of the Board of Public Works and Safety of the City of Fort Wayne or its designee.

SERVICE PROVIDED - Contractor shall provide service for the collection of refuse from residential units one (1) time per week. Collection shall be alley collection where alleys are available. All other collection shall be curbside collections. It is the resident's responsibility to see that containers, bags and bundles are placed in the appropriate curb or alley location as close as practical to vehicle routes by 5:00 AM on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to and withing five (5) feet of paved, traveled roadways. Alleyside refers to as close as possible (not

more than five (5) feet) to the alley and, where a fence exists, the alleyside of the fence.

Contractor may decline to collect any Container, Bag or Bundle not so placed or any container not defined in the definitions, any containers that contain sharp objects or liquids or any residential refuse not properly contained. Where the Contractor has reason to leave solid waste uncollected at a residence, he or his agents shall inform the resident within one (1) day by written notice, mailing, or telephone as to why the solid waste was not collected, i.e., non-residential solid waste, hazardous waste, unapproved Containers or Bundles, improper placement, etc.

Collection of Bulky Wastes will be within 24 hours of the regular trash pickup upon request by the resident.

AREA TO BE SERVED - The area to receive the service of residential Refuse collection is indicated in the map appended hereto as Exhibit "A-1."

SITES TO BE SERVED - Residential refuse collection must be provided to all single family residences, all multiple family residences of four (4) or fewer residential units who have not waived such service, and all mobile home units. In order to receive service in a mobile home court the mobile home court owner must provide adequate streets approved by the Board of Public Works for ingress and egress to all mobile homes requiring service. Said streets shall accommodate the Contractor's truck

and allow for curbside pickup. A mobile home court owner further must submit written authorization to the Board of Public Works permitting Contractor to enter premises and holding the Contractor and the City harmless of and from any damages resulting from refuse pickup excluding, however, any damages caused by negligence of the contractor or any of his employees. Contractor shall furnish service to all City owned or leased facilities other than parks which produce refuse on the basis of weekly or daily collections. Frequency of collection will be determined by the Board of Public Works. A list of City facilities and public litter barrels, including type of collection, is attached as Exhibit "B" as amended from time to time."

Container size will vary from facility to facility. No charge is to be levied by Contractor to City for rental or use of any specified Container, Bid or Dumpster. Such Container, if needed, will be supplied by the Contractor during the period of the Contract.

HOURS OF COLLECTION - Normal hours of collection are to be from 5:00 AM TO 11:00 PM. Monday through Saturday. Exceptions may be made only when the Contractor has reasonable determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the City and the Contractor. Unless otherwise mutually agreed upon by the Board of Public Works and the Contractor, collection of solid waste shall not be made on Sunday.

ROUTES AND SCHEDULE OF COLLECTIONS - The Contractor shall provide the City with maps and schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, the City shall so notify each resident affected in a manner and time as it chooses.

Not less than fourteen (14) days prior to commencing service, the Contractor agrees to furnish for the City's approval the initial schedules and maps of all routes to be used in serving the area as specified in this Contract. Any changes in routes and/or schedules will also be subject to the City's approval which will not be unreasonably withheld.

STREET AND ALLEY CLOSINGS - City shall advise Contractor of street or alley closings and assist in providing access to accomplish required collections. City may, at Contractor's request and expense, post no parking signs to facilitate collections in tight locations.

MISSED COLLECTIONS - In the event that regularly scheduled collection is missed and a complaint received by either the City or the Contractor, and where no fault can be found on the generator's part, a special collection of the refuse will be required of the Contractor within twenty-four (24) hours. The City shall notify the Contractor of any complaints it receives within twelve (12) hours.

HOLIDAYS - The following holidays will be observed as non-collection days by the Contractor:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

The suspension of collection service on any holiday in no way relieves the Contractor of his obligation to provide collection service at least once per week. Extending the hours of service to meet his obligation is subject to the City's approval.

COMPLAINTS - The Contractor shall receive and respond to all complaints regarding services provided under this Contract. Any complaints received by the City will be directed to the Contractor's office. Should a complaint go unresolved for longer than four (4) days, the City will have the right to demand an explanation or resolution to its satisfaction.

COLLECTION EQUIPMENT - An adequate number of vehicles shall be provided by the Contractor to collect Refuse in accordance with the terms of this Contract. The vehicles shall be licensed in the State of Indiana and shall operate in compliance with all applicable state, federal and municipal regulations. All vehicles shall be manufactured and maintained to conform with the American National Standards Institute's (ANSI) standard Z245.1.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least seven (7) inches high. Each truck shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded. Contractor must have trucks washed a minimum of three (3) times per week and must make available to the City adequate space on both sides of each truck to hold informational signs that the City will provide. The size of the signs will be no larger than thirty (30) inches in height and sixty (60) inches length. City will provide brackets for such signs, if desired.

SPECIAL EQUIPMENT FOR ALLEY COLLECTIONS - Where alley collection is required under the Contract, Contractor shall not operate equipment in the alleys in excess of seven thousand pounds (7,000) gross vehicle weight. Vehicles operating in the alley shall discharge their loads into a proper packer truck not less frequently than every block where alley pickup is required. Packer trucks exceeding the gross vehicle weight limit shall use the streets in the area and receive the loads from the alley vehicles on area streets rather than in area alleys.

PERSONNEL - The Contractor shall require his employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear a company uniform clearly labelled with the name of company and employee. Clothing will be as neat and clean as circumstances permit. Shirts will be required at all times. The Contractor shall prohibit the drinking of alcoholic beverages or the use of controlled substances by its employees while on duty or in the course of performing their duties under this Contract.

The Contractor's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not or should not concern them.

Each employee assigned to drive a vehicle shall, at all times, carry an appropriate valid driver's license for the type of vehicle he is driving.

The City shall have the right to make a complaint regarding any employee of the Contractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his duties.

The City may suggest action to be taken in its complaint but it shall not be binding on the Contractor.

The Contractor shall abide by the National Labor Relations Act as amended in 1959 U.S. Code Title 29 Sections 141-168, guaranteeing the rights of workers to organize and to bargain collectively with their employers or to refrain from all such activity.

~~DISPOSAL SITE~~ - The Contractor shall furnish the City with the name and location of the waste disposal facility which will receive the waste generated by this Contract, Contractor shall additionally furnish the City with a copy of a Contract executed by said waste disposal site agreeing to receive all waste generated under the terms of this Contract for the duration of this Contract. Choice of disposal site is made by the Contractor who will assume all fees. Contractor shall also provide evidence as to disposal site operations on which rates are based, demonstrate actual use of the site and provide evidence that said site maintains its license to receive and dispose of solid waste. The proposed solid waste disposal facility shall meet all the requirements of the State of Indiana and the jurisdiction in which said facility is located. The bidder acknowledges that the Contract price is predicated upon disposal of the solid waste in a sanitary landfill. The City reserves the right in its sole discretion to approve any change in solid waste disposal methods regardless of the initiating party. No change in disposal methods

causing an increased price to the City shall be approved without evidence showing emergency requirement for the change in disposal method.

NOTIFICATION OF RESIDENTS - The City shall inform all residents as to complaint procedures, rates, regulations and day(s) for scheduled refuse collection.

OFFICE - The Contractor shall establish and maintain a local office or other facility, not necessarily within the city limits, through which he can be contacted, where service may be applied for, and complaints can be made. Such office or facility shall be equipped with adequate telephone communications, shall have at least one responsible person in charge and present during collection hours, and shall be open during all collection hours.

NOTICE - A letter properly addressed and sent by mail, certified mail, or registered mail to any party at the addresses provided below shall constitute sufficient notice whenever written notice is required for any purpose of this agreement. Notice will be considered sent either when received at the appropriate address or deposited in the United States mail.

Address for notices to the City:

City of Fort Wayne

Board of Public Works and Safety

Room 920 - City-County Building

One Main Street

Fort Wayne, Indiana 46802

Copy to the City Attorney:

City of Fort Wayne

ATTENTION: CITY ATTORNEY

Room 910 - City-County Building

One Main Street

Fort Wayne, Indiana 46802

Address for notices to Contractor:

Waste Management of Fort Wayne

2220 Bremer Road

Fort Wayne, IN 46803

Address for notices to Surety:

Safeco Insurance Companies

The Loop Service Office

10 South Riverside Plaza, Suite 1660

Chicago, Illinois 60606

VI. NONDISCRIMINATION AND AFFIRMATIVE ACTION

Neither the Contractor nor any sub-contractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin. The Contractor shall comply with all appropriate affirmative action requirements. See Exhibit "C" which is attached hereto and incorporated by reference herein.

VII. INDEMNITY

The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from a willfull or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

VIII. INSURANCE

The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below;

COVERAGES	MINIMUM LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000

GENERAL LIABILITY:

Bodily Injury	\$ 500,000 each occurrence
	1,000,000 aggregate
Property Damage	500,000 each occurrence
	1,000,000 aggregate

AUTOMOBILE LIABILITY:

Bodily Injury	\$ 500,000 each person
	1,000,000 each occurrence
Property Damage	500,000 each occurrence
Excess Umbrella Coverage	\$ 5,000,000 each occurrence

Employer's Liability Coverage will be required of the Contractor and any sub-contractor where any class of employee engaged in work under this Contract is not protected under the Workmen's Compensation Statute.

All insurance will be by insurers acceptable to the City and authorized to do business in the State of Indiana. Prior to the commencement of work the Contractor shall furnish the City with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without thirty (30) days advance written notice to the City.

To the extent permitted by law, all or any part of required insurance coverage(s) may be provided under a plan of self-insurance.

IX. PERFORMANCE BOND

Before this Contract can be executed, the Contractor shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the Contract. Said bond or letter of credit must be in the amount of Six Hundred Seventy Thousand Dollars (\$670,000.00 per zone or Two Million Dollars (\$2,000,000.00) for City-wide Contract.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Indiana. Attorneys-in-fact who sign Performance Bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the bond. In case of extension or renewal of this Contract, the Contractor shall furnish a Performance bond or Letter of Credit in the same amount and under the same terms as for the initial Bond or Letter of Credit. The original Surety, however, is in now way obligated to extend or renew the bond.

This Contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the City thirty (30) days prior to the effective date of said cancellation. The Contract will not be terminated if within fifteen (15) days of such notice the Contractor files with the City a similar bond to be effective for the balance of the Contract period.

X. PERMITS, LICENSES AND TAXES

The Contractor shall obtain and assume the cost of all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.

XI. COMPLIANCE WITH LAWS

The Contractor shall comply with all municipal, state and federal regulations and laws, ordinances, rules and regulations. This Contract, as to all matters not particularly referred to and defined herein, shall notwithstanding and be subject to the provisions of all pertinent state or federal statutes or regulations and all ordinances of the municipality which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

XII. BASIS AND METHOD OF PAYMENT

City shall pay the Contractor monthly based on the total tonnage of waste collected and disposed by the Contractor for the preceding month. Said tonnage shall be verified by scale tickets and supported by a report of compacted cubic yardage collected for the month. The Contractor shall bill the City within fifteen (15) days from the end of each calendar month for the calculated amount.

The City shall remit payment within thirty (30) days following the receipt of the billing. If any dispute arises, the undisputed amount shall be paid.

The Contractor will provide service to any territory annexed by the City and determined to be within the zone served by the Contractor by the Board of Public Works and Safety.

ESCALATION CLAUSE - An annual adjustment of rates will be made to reflect the general increase or decrease in the cost of operations. Adjustments will be made annually following the execution of this Contract. The unit rates for collection and disposal will be adjusted by a multiplier equal to eighty percent (80%) of the change in the CPI-U otherwise known as the Consumer Price Index for all urban consumers over the previous twelve (12) months.

SERVICE COST ADJUSTMENT - In the event unforeseen changes in federal, state or local laws, ordinances, or regulations cause increased disposal costs, contractor may petition the Board of Public Works and Safety for an increased disposal rate to reflect the actual amount of such unforeseen increase. The contractor shall satisfy the Board of Public Works and Safety that the changed law, ordinance or regulation could not reasonably have been foreseen at the time of bidding and shall further document the alleged effect of the change on disposal costs.

78-63-3

S 85-89

rec. 6/13/89

CONTRACT

THIS CONTRACT, made and entered into this 17th day of May, 1989, by and between the City of Fort Wayne (hereinafter called the "City"), and Waste Management of Fort Wayne a division of Indiana Waste Systems, Inc. (hereinafter called the "Contractor").

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

- I. TERM. This contract shall take effect on August 1, 1989, and remain in full force and effect for five (5) years and five (5) months to December 31, 1994. The initial term of this contract may be extended for an additional one (1) year period, under the same terms and conditions as this, the initial contract, provided each party has received from the other a written expression of consent no less than ninety (90) days prior to the expiration of the initial term.
- II. SCOPE OF WORK. The Contractor, within the geographic area as described in Exhibit "A" attached hereto, shall furnish all personnel, labor, equipment, trucks and all other items

necessary to provide Refuse collection, removal and disposal services as specified and to perform all of the work called for and described in the Contract Documents.

III. COMPONENT PARTS OF THE CONTRACT DOCUMENTS. The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto^{##} attached.

- (1) The Request for Bids
- (2) The Instructions to Bidders
- (3) The Contractor's Proposal
- (4) The Contract Specifications
- (5) The Performance Bond or Letter of Credit
- (6) This Instrument
- (7) Any addenda or changes to the foregoing documents
agreed to by the parties hereto. †

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

This Contract is intended to conform in all respects to applicable statutes of the State of Indiana, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

IV. APPROVAL OF CONTRACT. This Contract, although accepted on behalf of the City by its Mayor and by the Board of Public Works shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City of Fort Wayne fail to approve the same within forty-five (45) days after the date hereof, this Contract shall become and be wholly void.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Fort Wayne, Indiana, as of this 17th day of May, 1989.

CITY OF FORT WAYNE, INDIANA

BY:

Paul Helmke
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

BY:

Angela S. Derheimer
Angela S. Derheimer
Director of Public Works

Douglas M. Lehman
Douglas M. Lehman
Director of Administration
and Finance

Michael McAlexander
Michael McAlexander
Director of Public Safety

ATTEST:

Helen V. Gochenour
Helen V. Gochenour, Clerk

Waste Management of Fort Wayne,
a division of Indiana Waste Systems, Inc.

Contractor,

BY: Willie, President
Douglas M. Packer

ATTEST: Thomas J. Cole, Assistant Secretary
THOMAS J. COLE

(SEAL)

ACKNOWLEDGMENT

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared this 17th day of May, 1989, Paul Helmke and also Angela S. Derheimer, Douglas M. Lehman and Michael McAlexander and Helen V. Gochenour, known to me to be the Mayor, the members of the Board of Public Works and Safety and the Clerk of the Board of Public Works and Safety respectively, of the City of Fort Wayne, Indiana, acknowledged the foregoing agreement to be their voluntary act and deed as such Mayor, members of the Board of Public Works and Safety and the Clerk of the Board of Public Works and Safety of the City of Fort Wayne and the voluntary act and deed of said City.

WITNESS my hand and notary seal.

Caryl S. Eschmann
Notary Public

My Commission Expires: 6-16-91

Resident of Allen County, Indiana.

APPROVED AS TO FORM
AND LEGALITY

R. David Boyer

ASSOCIATE CITY ATTORNEY

R. David Boyer, Associate City Attorney

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

BEFORE ME, personally appeared Donald R. Price
this 26th day of
April, 1989, known to me to be
the President of
Indiana Waste Systems, Inc. and acknowledged the execution of
the foregoing instrument to be his voluntary act and deed duly
authorized on behalf of said Indiana Waste Systems, Inc.
for the purposes herein mentioned acknowledged the foregoing
agreement to be his voluntary act and deed as President.

WITNESS my hand and notary seal.

Notary Public

My Commission Expires: 6/27/89
Resident of Allen County, Indiana.

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, personally appeared Thomas J. Golec
this 26th day of
April, 1989, known to me to be
the Assistant Secretary of
Indiana Waste Systems, Inc. and acknowledged the execution of
the foregoing instrument to be his voluntary act and deed duly
authorized on behalf of said Indiana Waste Systems, Inc.
for the purposes herein mentioned acknowledged the foregoing
agreement to be his voluntary act and deed as Assistant Secretary

WITNESS my hand and notary seal.

Carroll R. Shepherd
Notary Public

My Commission Expires: 6/27/89
Resident of Allen County, Indiana.



SAFECO INSURANCE COMPANIES

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE SAFECO PLAZA, SEATTLE, WASHINGTON 98185

Bond No. 5589806

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, WASTE MANAGEMENT OF FORT WAYNE, A DIVISION
OF INDIANA WASTE SYSTEMS, INC. Fort Wayne, Indiana 46803
(hereinafter called the Principal), as Principal, and the SAFECO INSURANCE COMPANY OF AMERICA, a corporation
duly organized under the laws of the State of Washington (hereinafter called the Surety), as Surety, are held and firmly
bound unto CITY OF FORT WAYNE Fort Wayne, Indiana 46803

_____, (hereinafter called the Oblige),
in the sum of Two-Million-----

----- (\$ 2,000,000.00-----) Dollars, for the payment of which sum well and truly
to be made. we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of May, 19 89.

WHEREAS, said Principal has entered into a Contract with said Oblige, dated May 17, 1989,
for refuse collection

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully
set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well
and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and
specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or
shall pay over, make good and reimburse to the above named Oblige, all loss and damage which said Oblige may sustain
by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void, otherwise
shall remain in full force and effect.

Notwithstanding anything contained in the
contract to the contrary, the liability of
the principal and surety under this bond
is limited to the original term of the
contract from August 1, 1989 to
December 31, 1994. Any extensions or renewals
of the referenced contract shall be covered
under this bond only when consented to in
writing by the surety.

COUNTERSIGNATURE:

A. J. Auda
A. J. Auda, (Indiana Resident Agent

WASTE MANAGEMENT OF FORT WAYNE, A
DIVISION OF INDIANA WASTE SYSTEMS, INC.

Principal

By Gregory T. Sangalis
Gregory T. Sangalis, Assistant Secretary
SAFECO INSURANCE COMPANY OF AMERICA

By Linda Butler
Linda Butler Attorney-in-Fact



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 9145

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

----DONALD S. HAUF; JILL KARLS; KAREN E. BOGARD; LINDA BUTLER, Oak Brook, Illinois----

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

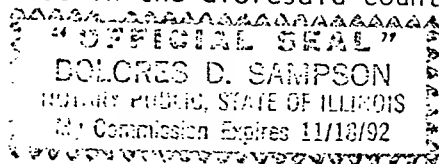
10th day of March, 19 89

STATE OF ILLINOIS

COUNTY OF COOK

On this 17th day of May 19 89, before me personally appeared Linda Butler, known to me to be the Attorney-in-Fact of SAFECO INSURANCE COMPANY OF AMERICA, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first above written.



Dolores D. Sampson
(Notary Public)

(i) The provisions of Article V, Section 13 of the By-Laws, and

(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and

(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 17th day of May, 19 89

CONTRACTOR'S PROPOSAL FOR RESIDENTIAL SOLID
WASTE COLLECTION AND DISPOSAL

TO

THE BOARD OF PUBLIC WORKS AND SAFETY
OF

THE CITY OF FORT WAYNE

ZONE 1

Proposal of Waste Management of Fort Wayne, a division of Indiana
Waste Systems, Inc.
(an individual), (a partnership), (corporation), duly organized
under the laws of the State of Indiana, and being duly
licensed to do business in the State of Indiana.

The undersigned, having carefully read and considered
the terms and conditions of the contract documents for residential
solid waste collection and disposal for the City of Fort Wayne and
being familiar with local conditions affecting the cost of work
does hereby offer to furnish at the rates hereinafter set forth.
all labor and equipment, materials, tools, insurance, supervision,
and all other items necessary to provide the service as specified.

Rate per ton of solid waste collected - Residential \$36.85

(Thirty-Six Dollars and Eighty-Five Cents)

Rate per ton of solid waste disposed - Residential \$ 6.00

(Six Dollars and No Cents)

Rate per ton of solid waste collected - City Facilities \$36.85

(Thirty-Six Dollars and Eighty-Five Cents)

Rate per ton of solid waste disposed - City Facilities \$ 6.00

(Six Dollars and No Cents)

BY:

Willie

, President

Sam B. Price

ADDRESS:

Waste Management of Fort Wayne, a division of Indiana

Waste Systems, Inc.

2220 Bremer Road

Fort Wayne, IN 46803

TELEPHONE NUMBER:

(219) 749-9689

CONTRACTOR'S PROPOSAL FOR RESIDENTIAL SOLID
WASTE COLLECTION AND DISPOSAL

TO

THE BOARD OF PUBLIC WORKS AND SAFETY
OF

THE CITY OF FORT WAYNE

ZONE 2

Proposal of Waste Management of Fort Wayne, a division of Indiana
Waste Systems, Inc.
(an individual), (a partnership), (corporation), duly organized
under the laws of the State of Indiana, and being duly
licensed to do business in the State of Indiana.

The undersigned, having carefully read and considered
the terms and conditions of the contract documents for residential
solid waste collection and disposal for the City of Fort Wayne and
being familiar with local conditions affecting the cost of work
does hereby offer to furnish at the rates hereinafter set forth.
all labor and equipment, materials, tools, insurance, supervision,
and all other items necessary to provide the service as specified.

Rate per ton of solid waste collected - Residential \$40.34

(Forty Dollars and Thirty-Four Cents)

Rate per ton of solid waste disposed - Residential \$ 6.00

(Six Dollars and No Cents)

Rate per ton of solid waste collected - City Facilities \$40.34

(Forty Dollars and Thirty-Four Cents)

Rate per ton of solid waste disposed - City Facilities \$ 6.00

(Six Dollars and No Cents)

BY: W. J. O'Connell, President
W. J. O'Connell

ADDRESS: Waste Management of Fort Wayne, a division of Indiana
Waste Systems, Inc.
2220 Bremer Road
Fort Wayne, IN 46803

TELEPHONE NUMBER: (219) 749-9689

CONTRACTOR'S PROPOSAL FOR RESIDENTIAL SOLID
WASTE COLLECTION AND DISPOSAL

TO

THE BOARD OF PUBLIC WORKS AND SAFETY
OF

THE CITY OF FORT WAYNE

ZONE 3

Proposal of Waste Management of Fort Wayne, a division of Indiana
Waste Systems, Inc.
(an individual), (a partnership), (corporation), duly organized
under the laws of the State of Indiana, and being duly
licensed to do business in the State of Indiana.

The undersigned, having carefully read and considered
the terms and conditions of the contract documents for residential
solid waste collection and disposal for the City of Fort Wayne and
being familiar with local conditions affecting the cost of work
does hereby offer to furnish at the rates hereinafter set forth.
all labor and equipment, materials, tools, insurance, supervision,
and all other items necessary to provide the service as specified.

Rate per ton of solid waste collected - Residential \$40.33

(Forty Dollars and Thirty-Three Cents)

Rate per ton of solid waste disposed - Residential \$ 6.00

(Six Dollars and No Cents)

Rate per ton of solid waste collected - City Facilities \$40.33

(Forty Dollars and Thirty-Three Cents)

Rate per ton of solid waste disposed - City Facilities \$ 6.00

(Six Dollars and No Cents)

BY:

W. J. J. J. J.

, President

W. J. J. J. J.

ADDRESS: Waste Management of Fort Wayne, a division of Indiana
Waste Systems, Inc.
2220 Bremer Road

Fort Wayne, IN 46803

TELEPHONE NUMBER:

(219) 749-9689

CONTRACTOR'S PROPOSAL FOR RESIDENTIAL SOLID
WASTE COLLECTION AND DISPOSAL

TO

THE BOARD OF PUBLIC WORKS AND SAFETY
OF

THE CITY OF FORT WAYNE

ZONE 4

Proposal of Waste Management of Fort Wayne, a division of Indiana
Waste Systems, Inc.
(an individual), (a partnership), (corporation), duly organized
under the laws of the State of Indiana, and being duly
licensed to do business in the State of Indiana.

The undersigned, having carefully read and considered
the terms and conditions of the contract documents for residential
solid waste collection and disposal for the City of Fort Wayne and
being familiar with local conditions affecting the cost of work
does hereby offer to furnish at the rates hereinafter set forth.
all labor and equipment, materials, tools, insurance, supervision,
and all other items necessary to provide the service as specified.

Rate per ton of solid waste collected - Residential \$32.74

(Thirty-Two Dollars and Seventy-Four Cents)

Rate per ton of solid waste disposed - Residential \$ 6.00

(Six Dollars and No Cents)

Rate per ton of solid waste collected - City Facilities \$32.74

(Thirty-Two Dollars and Seventy-Four Cents)

Rate per ton of solid waste disposed - City Facilities \$ 6.00

(Six Dollars and No Cents)

BY: W. J. Miller, President


ADDRESS: Waste Management of Fort Wayne, a division of Indiana
Waste Systems, Inc.
2220 Bremer Road
Fort Wayne, IN 46803

TELEPHONE NUMBER: (219) 749-9689

CONTRACTOR'S PROPOSAL ALTERNATE 1
FOR COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS

ZONE 1

In addition to the proposal for the residential solid waste collection and disposal, ^{Waste Management of Fort Wayne,} a division of Indiana Waste Systems, Inc. (an individual), (a partnership), (a corporation), duly organized under the laws of the state of Indiana and authorized to do business in the State of Indiana, hereby proposes a plan of collection of residential recyclable materials as more particularly detailed in Attachment #1 prepared by said Company, and attached to this bid packet. The term of the proposal to collect residential recyclable materials are not dependent upon the awarding of the Contract for residential solid waste collection and disposal to this bidder.

By: , President
William E. Davis

ADDRESS: Waste Management of Fort Wayne, a division of
Indiana Waste Systems, Inc.
2220 Bremer Road
Fort Wayne, IN 46803

TELEPHONE NUMBER: (219) 749-9689

EXHIBIT "A"

For the purposes of this bid, the City has been divided into three (3) Zones including a fourth (4th) Zone combining all Zones. A map detailing the Zone boundaries is attached hereto as Exhibit "B".

In general, the Zones are as follows:

Zone #1 - City Wide

Zone #2 - Southeast

Zone #3 - Southwest

Zone #4 - Northern

EXHIBIT "A-I"

Map of Fort Wayne, Indiana, showing major streets and areas. The map includes labels for various streets such as US 24, US 30, US 27, US 33, US 35, US 37, US 39, US 41, US 43, US 45, US 47, US 49, US 51, US 53, US 55, US 57, US 59, US 61, US 63, US 65, US 67, US 69, US 71, US 73, US 75, US 77, US 79, US 81, US 83, US 85, US 87, US 89, US 91, US 93, US 95, US 97, US 99, US 101, US 103, US 105, US 107, US 109, US 111, US 113, US 115, US 117, US 119, US 121, US 123, US 125, US 127, US 129, US 131, US 133, US 135, US 137, US 139, US 141, US 143, US 145, US 147, US 149, US 151, US 153, US 155, US 157, US 159, US 161, US 163, US 165, US 167, US 169, US 171, US 173, US 175, US 177, US 179, US 181, US 183, US 185, US 187, US 189, US 191, US 193, US 195, US 197, US 199, US 201, US 203, US 205, US 207, US 209, US 211, US 213, US 215, US 217, US 219, US 221, US 223, US 225, US 227, US 229, US 231, US 233, US 235, US 237, US 239, US 241, US 243, US 245, US 247, US 249, US 251, US 253, US 255, US 257, US 259, US 261, US 263, US 265, US 267, US 269, US 271, US 273, US 275, US 277, US 279, US 281, US 283, US 285, US 287, US 289, US 291, US 293, US 295, US 297, US 299, US 301, US 303, US 305, US 307, US 309, US 311, US 313, US 315, US 317, US 319, US 321, US 323, US 325, US 327, US 329, US 331, US 333, US 335, US 337, US 339, US 341, US 343, US 345, US 347, US 349, US 351, US 353, US 355, US 357, US 359, US 361, US 363, US 365, US 367, US 369, US 371, US 373, US 375, US 377, US 379, US 381, US 383, US 385, US 387, US 389, US 391, US 393, US 395, US 397, US 399, US 401, US 403, US 405, US 407, US 409, US 411, US 413, US 415, US 417, US 419, US 421, US 423, US 425, US 427, US 429, US 431, US 433, US 435, US 437, US 439, US 441, US 443, US 445, US 447, US 449, US 451, US 453, US 455, US 457, US 459, US 461, US 463, US 465, US 467, US 469, US 471, US 473, US 475, US 477, US 479, US 481, US 483, US 485, US 487, US 489, US 491, US 493, US 495, US 497, US 499, US 501, US 503, US 505, US 507, US 509, US 511, US 513, US 515, US 517, US 519, US 521, US 523, US 525, US 527, US 529, US 531, US 533, US 535, US 537, US 539, US 541, US 543, US 545, US 547, US 549, US 551, US 553, US 555, US 557, US 559, US 561, US 563, US 565, US 567, US 569, US 571, US 573, US 575, US 577, US 579, US 581, US 583, US 585, US 587, US 589, US 591, US 593, US 595, US 597, US 599, US 601, US 603, US 605, US 607, US 609, US 611, US 613, US 615, US 617, US 619, US 621, US 623, US 625, US 627, US 629, US 631, US 633, US 635, US 637, US 639, US 641, US 643, US 645, US 647, US 649, US 651, US 653, US 655, US 657, US 659, US 661, US 663, US 665, US 667, US 669, US 671, US 673, US 675, US 677, US 679, US 681, US 683, US 685, US 687, US 689, US 691, US 693, US 695, US 697, US 699, US 701, US 703, US 705, US 707, US 709, US 711, US 713, US 715, US 717, US 719, US 721, US 723, US 725, US 727, US 729, US 731, US 733, US 735, US 737, US 739, US 741, US 743, US 745, US 747, US 749, US 751, US 753, US 755, US 757, US 759, US 761, US 763, US 765, US 767, US 769, US 771, US 773, US 775, US 777, US 779, US 781, US 783, US 785, US 787, US 789, US 791, US 793, US 795, US 797, US 799, US 801, US 803, US 805, US 807, US 809, US 811, US 813, US 815, US 817, US 819, US 821, US 823, US 825, US 827, US 829, US 831, US 833, US 835, US 837, US 839, US 841, US 843, US 845, US 847, US 849, US 851, US 853, US 855, US 857, US 859, US 861, US 863, US 865, US 867, US 869, US 871, US 873, US 875, US 877, US 879, US 881, US 883, US 885, US 887, US 889, US 891, US 893, US 895, US 897, US 899, US 901, US 903, US 905, US 907, US 909, US 911, US 913, US 915, US 917, US 919, US 921, US 923, US 925, US 927, US 929, US 931, US 933, US 935, US 937, US 939, US 941, US 943, US 945, US 947, US 949, US 951, US 953, US 955, US 957, US 959, US 961, US 963, US 965, US 967, US 969, US 971, US 973, US 975, US 977, US 979, US 981, US 983, US 985, US 987, US 989, US 991, US 993, US 995, US 997, US 999, US 1001, US 1003, US 1005, US 1007, US 1009, US 1011, US 1013, US 1015, US 1017, US 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Major Streets & Area Re

CITY FACILITIES
SOLID WASTE CONTAINERS

FACITLITY	ADDRESS	CONTAINER	COST
Fire Station #1	419 E. Main St.	4 yd.	\$_____/mo
Fire Station #2	2023 Taylor St.	2 yd.	\$_____/mo
Fire Station #5	5801 Bluffton Rd.	2 yd.	\$_____/mo
Fire Station #6	1500 W. Coliseum	2 yd.	\$_____/mo
Fire Station #7	1602 Lindenwood	2 yd.	\$_____/mo
Fire Station #9	2530 E. Pontiac	2 yd.	\$_____/mo
Fire Station #10	1245 E. State	2 yd.	\$_____/mo
Fire Station #11	405 E. Rudisill	2 yd.	\$_____/mo
Fire Station #12	5300 S. Anthony	2 yd.	\$_____/mo
Fire Station #13	1103 E. Coliseum	2 yd.	\$_____/mo
Fire Station #14	3400 Reed Road	2 yd.	\$_____/mo
Fire Garage	1705 S. Lafayette	4 yd.	\$_____/mo
Fire Academy	2700 Dwenger Ave.	2 yd.	\$_____/mo
Animal Control	2225 Dwenger Ave.	8 yd.	\$_____/mo
Parking Admin.	100 E. Washington	3 yd.	\$_____/mo
Police Academy	1717 S. Lafayette	3 yd.	\$_____/mo
St. Light Warehouse	1701 S. Lafayette	3 yd.	\$_____/mo
Tech. Services Lab	401 E. Masterson	1 yd.	\$_____/mo
Filtration Plant	Griswold Drive	8 yd./2 yd.	\$_____/mo
WPC Maintenance	445 E. Wallace	4 yd.	\$_____/mo
WPC Plant	2601 Dwenger	2 yd.	\$_____/mo
Water Maint. & Serv.	415 E. Wallace	4 yd.	\$_____/mo
Safety Village	402 E. Wallace	1 yd.	\$_____/mo
Traf.Eng./Radio Shop	1730 S. Lafayette	3 yd.	\$_____/mo

PUBLIC LITTER BARRELS

ZONE 3

LOCATION	NUMBER
1400 Broadway	8
1100 Broadway	2
Calhoun Street	8
Harrison Street	6
100 W. Wayne St.	1
100 W. Baker St.	1
100 Maiden Lane	2
TOTAL	<u>28</u>

ZONE 2

100 E. Superior	2
100 Barr Street	1
Calhoun Street	7
400 E. Pontiac	1
600 E. Pontiac	2
1000 E. Pontiac	1
1100 E. Pontiac	2
1500 E. Pontiac	1
1700 E. Pontiac	1
TOTAL	<u>18</u>

(All barrels are emptied one time per week)



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

KNOW ALL BY THESE PRESENTS:

No. 7591

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

-----**ROBERT K. MILLER; ROBYN L. SCHLIEBEN; SARAH B. YIRCOTT; BRENDA D. HOCKBERGER;**
Chicago, Illinois-----

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 16th day of February, 19 89.

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 26th day of April, 19 89.

SAFECO

SAFECO INSURANCE COMPANIES
THE LOOP SERVICE OFFICE
10 SOUTH RIVERSIDE PLAZA, SUITE 1660
CHICAGO, ILL. 60606
April 18, 1989

TELEPHONE (312) 454-9090

City of Fort Wayne
Board of Public Works and Safety
Room 920, City County Building
1 Main Street
Fort Wayne, Indiana 46802

A Division of

RE: PRINCIPAL: Waste Management of Fort Wayne, Indiana Waste Systems, Inc.
BID DATE: April 26, 1989
PROPOSAL: Refuse collection.

Gentlemen:

Waste Management of Fort Wayne, A
It is our understanding that, Division of Indiana Waste Systems, Inc.
_____, will submit a proposal for the above project.

Should this proposal be accepted and a contract awarded to
Waste Management of Fort Wayne, A Division of Indiana Waste Systems, Inc., it is our present intention
to become surety on the final bond or bonds which may be
required guaranteeing performance of the contract.

You understand, of course, that any arrangement for the
final bond or bonds is subject to our review and approval of
the pertinent contract documents and specifications. It is
further understood that any arrangement for the final bond
or bonds, is a matter between, Waste Management of Fort Wayne, A Division of
Indiana Waste Systems, Inc. and SAFECO Insurance Company of America.

A Division of
Waste Management of Fort Wayne, Indiana Waste Systems, Inc. is a valued
customer of SAFECO Insurance Company of America and we
recommend them highly.

Very truly yours,

SAFECO INSURANCE COMPANY OF AMERICA

Robert L. Schlieben

Attorney-in-fact
Robyn L. Schlieben

100-1trints2



SAFECO INSURANCE COMPANY OF AMERICA
SAFECO LIFE INSURANCE COMPANY
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SAFECO NATIONAL INSURANCE COMPANY
SAFECO NATIONAL LIFE INSURANCE COMPANY
SAFECO INSURANCE COMPANY OF ILLINOIS



Waste Management of North America, Inc.
3003 Butterfield Road - Oak Brook, Illinois 60521

April 24, 1989

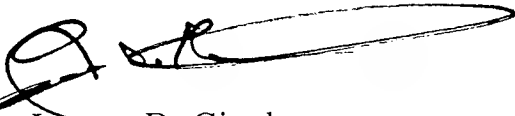
Board of Public Works and Safety
City of Fort Wayne, Indiana
City County Building
One Main Street
Fort Wayne, Indiana 46802

Gentlemen:

This letter constitutes a guarantee by Waste Management of North America, Inc. of the obligations incurred by its affiliated corporation, Indiana Waste Systems, Inc., pursuant to and arising out of any contract or agreement relating to the collection and disposal of solid wastes for the City of Fort Wayne, Indiana.

Very truly yours,

WASTE MANAGEMENT OF NORTH AMERICA, INC.



Jerome D. Girsch
Vice President and Controller

JDG:llc

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, JOSEPH H. HOGSETT, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper office to execute this certificate.

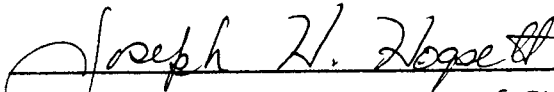
I further certify that records of this office disclose that

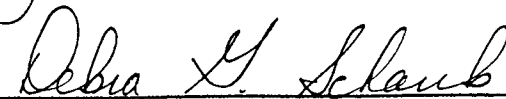
INDIANA WASTE SYSTEMS INC

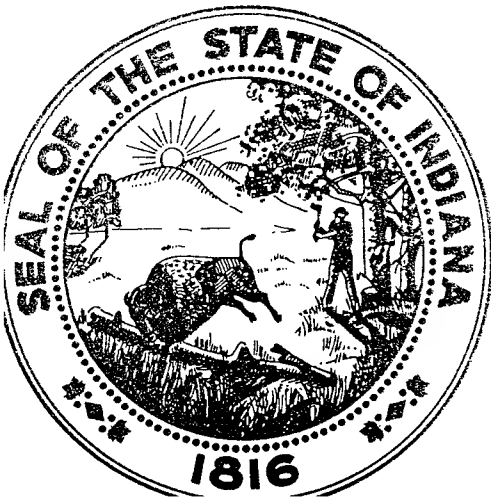
filed Articles of Incorporation on March 29, 1971, and is a corporation duly organized and existing under and by virtue of the Laws of the State of Indiana.

I further certify this corporation has filed its most recent annual report required by law with the Secretary of State, or is not yet required to file such annual reports; and that Articles of Dissolution have not been filed, thus making the corporation in existence in the State of Indiana.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Eighteenth day of April , 1989


JOSEPH H. HOGSETT, Secretary of State

By 
Deputy





SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY
OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

BID BOND

Approved by The American Institute of Architects,
A.I.A. Document No. A-310 (Feb. 1970 Edition)

KNOW ALL BY THESE PRESENTS, That we, WASTE MANAGEMENT OF FORT WAYNE, A DIVISION
OF INDIANA WASTE SYSTEMS, INC. Fort Wayne, Indiana 46803

_____ as Principal, hereinafter called the Principal,
and the SAFECO INSURANCE COMPANY OF AMERICA, of Seattle, Washington, a corporation duly organized under
the laws of the State of Washington, as Surety, hereinafter called the Surety, are held and firmly bound unto _____

CITY OF FORT WAYNE Fort Wayne, Indiana 46802 as Obligee, hereinafter called the Obligee,

in the sum of Two-Hundred Thousand no/100----- Dollars

(\$200,000.00-), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for refuse collection

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 26th day of April, 19 89

[Signature]

Witness

[Signature]

Witness

WASTE MANAGEMENT OF FORT WAYNE,
A DIVISION OF INDIANA WASTE
SYSTEMS, INC.

(Seal)
Principal

[Signature]
Gregory T. Sangalis, Assistant Title
Secretary

SAFECO INSURANCE COMPANY OF AMERICA

By [Signature]
Robyn L. Schlieben, Attorney-in-Fact



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 7591

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

-----ROBERT K. MILLER; ROBYN L. SCHLIEBEN; SARAH B. YIRCOTT; BRENDA D. HOCKBERGER;
Chicago, Illinois-----

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 16th day of February, 19 89

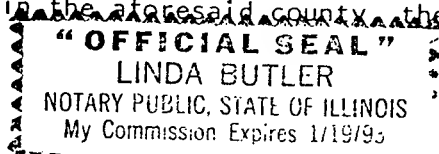
CERTIFICATE

STATE OF ILLINOIS

COUNTY OF ~~COOK~~ DUPAGE

On this 12th day of April 1989, before me personally appeared
Robyn L. Schlieben, known to me to be the Attorney-In-
Fact of SAFECO INSURANCE COMPANY OF AMERICA, the corporation that
executed the within instrument, and acknowledged to me that such corporation executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my
office in the aforesaid county, the day and year in this certificate first above written.



Linda Butler
(Notary Public)

I, Boh A. Dickey, Secretary of SAFECO INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 12th day of April, 19 89

Includes Contract

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
COLLECTION, TRANSPORTATION AND DISPOSAL
OF SOLID WASTES
IN CORPORATATION LIMITS
OF FORT WAYNE, INDIANA

CITY OF FORT WAYNE, INDIANA

PAUL HELMKE, MAYOR

BOARD OF PUBLIC WORKS AND SAFETY

ANGELA S. DERHEIMER
Director of Public Works

C. DAVID SILLETO
Director of Administration and Finance

MICHAEL McALEXANDER
Director of Public Safety

**OUTLINE OF CONTRACT DOCUMENTS FOR
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL AND
REQUEST FOR PROPOSAL FOR COLLECTION OF RESIDENTIAL
RECYCLABLE MATERIALS**

REQUEST FOR BIDS(i)
INSTRUCTIONS TO BIDDERS1
PreBid Conference1
Receipt and Opening of Proposals2
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Term of Contract2
Preparation and Submission of Proposal2
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Bid Bond4
Performance Bond/Letter of Credit6
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CONTRACT

PERFORMANCE BOND

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DISPOSAL ZONE 245

CONTRACTOR'S PROPOSAL FOR RESIDENTIAL SOLID WASTE COLLECTION AND
DISPOSAL ZONE 347

CONTRACTOR'S PROPOSAL FOR RESIDENTIAL SOLID WASTE COLLECTION AND
DISPOSAL ZONE 449

CONTRACTOR'S PROPOSAL ALTERNATE 1
FOR COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS ZONE 1.....45

EXHIBIT "A" Description of Zones

EXHIBIT "A-1" Zone Map

EXHIBIT "B" - List of City Facilities and Public Litter Barrels

EXHIBIT "C" - Affirmative Action Forms

EXHIBIT "D" - Form 96

REQUEST FOR BIDS
FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL
AND
REQUEST FOR PROPOSAL FOR COLLECTION OF RESIDENTIAL
RECYCLABLE MATERIALS

Sealed proposals (i.e., "bids") will be received by the City of Fort Wayne by its Board of Public Works and Safety located at Room 920, City-County Building, Fort Wayne, Indiana 46802 until 9:00 AM prevailing local time on the 26th day of April, 1989. All bids will then be publicly opened and read aloud.

Bids must be made on the Proposal Forms and in accordance with the Instructions to Bidders. The Contract Documents, of which the Proposal Form is a part, are published by and available through the Department.

Special Required Alternate - In addition to the other requirements a bidder shall submit a proposal for the provision of curbside recycling services in the City beginning January 1, 1990. The Contractor is encouraged to develop an innovative response to this proposal. Contractor's response shall be a supplement to proposal documents.


Envelopes containing the bids must be sealed and must clearly show the name and address of the bidder, the date and time of bid opening, and the statement "Proposal for Residential Solid Waste collection and Disposal" and alternate proposal for collection of residential recyclable materials. Bids may be withdrawn up to 24 hours prior to bid opening.

A Bid Bond or certified check must accompany the bid in accordance with the Instructions to Bidders. Said bond will be held as a guarantee that in the event the bid is accepted and a Contract awarded to the bidder, the Contract will be duly executed, and its performance properly secured by the required performance bond or letter of credit. The successful bidder will be required to execute the Contract within ten (10) days after award of the Contract to him. In case the bidder neglects to so execute the Contract, the bond accompanying the bid shall be forfeited to the City, not as a penalty, but as liquidated damages.

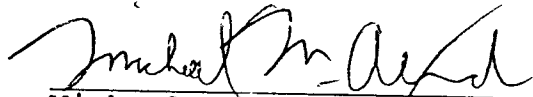
The City reserves the right to reject any or all bids or alternates to waive irregularities and/or informalities in any bid, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

City of Fort Wayne

By: Its Board of Public Works and Safety


Angela S. Derheimer
Director of Public Works


C. David Sixelto
Director of Administration and Finance


Michael McAlexander
Director of Public Safety

INSTRUCTIONS TO BIDDERS
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL
AND ALTERNATE PROPOSAL COLLECTION OF RESIDENTIAL
RECYCLABLE MATERIALS
THE BOARD OF PUBLIC WORKS AND SAFETY
FORT WAYNE, INDIANA

1. PREBID CONFERENCE

A prebid conference for all interested bidders will be held at 9:00 AM April 4, 1989, in the Board of Works Conference Room, 3rd Floor City County Building, One East main Street, Fort Wayne, Indiana 46802.

2. RECEIPT AND OPENING OF PROPOSALS

The City of Fort Wayne invites and will receive Proposals (i.e., "bids") on the forms attached hereto at the office of the Board of Public Works and Safety until 9:00 AM prevailing local time on April 26th, 1989. Bids will be publicly opened and read aloud immediately following said time on said date. Bids must be sealed and addressed to The Board of Public Works and Safety of the City of Fort Wayne and plainly marked "Proposal for Residential Solid Waste Collection and Disposal and Alternate Proposal for Collection of Residential recyclable Materials."

3. SCOPE OF WORK

The work to be performed under this Contract shall consist of all items contained in the Proposal including the provision of all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as set forth in the specifications attached hereto.

Additionally, the City will consider alternate proposals for weekly collection of residential recyclable materials beginning January 1, 1990.

4. TERM OF CONTRACT

The term of this Contract will be for a five (5) year and five (5) month period beginning on August 1, 1989, and ending December 31, 1994. The parties agree that by their mutual consent, each expressed in writing and received at least ninety (90) days before the termination of the current term ending on December 31, 1994, that this Contract may be extended for an additional period of one (1) year upon the same terms and conditions as set forth in this Contract.

5. PREPARATION AND SUBMISSION OF PROPOSAL

All proposals (i.e., "bids") must be prepared and signed by the bidders on the form attached hereto and without removal from this bound pamphlet. If submitted by a corporation, the

bid must be signed by an officer of the corporation, or by other persons authorized by a resolution of the Board of Directors. Bids which are not signed by individuals or corporations making them shall have attached hereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

All bids must be legibly written in ink or typewritten without whiteout or other alterations. Proposed rate schedules and quantities must be written in both words and figures. In the event of a discrepancy or error, the unit prices and quantities as written out in words shall govern. The required alternate proposal shall be a supplement to the bound documents and shall be prepared in as much detail as possible by bidder.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and plainly marked "Proposal for Residential Solid Waste Collection and Disposal and Alternate Proposal for Collection of Residential Recyclable Materials." If forwarding by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid. The City reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, to waive any irregularities, and to reject any and all bids. Conditional bids will not be accepted.

6. CONTRACTOR TO MAKE EXAMINATIONS

Bidders shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quantity of labor, equipment and material needed thereon. The bidder shall make his own determinations as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions he may encounter or create, without extra cost to the City. The bidder agrees that if he should execute the Contract he shall make no claim against the City because of estimates or statements made by any officer or agent of the City which may prove to be in any respect erroneous. The failure or omission of any bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve him of any obligations with respect to his bid or the Contract. The Board of Public Works and Safety of the City of Fort Wayne shall make all such documents available to the bidders.

7. BID BOND

Each bid must be accompanied by a certified check, cashier's check, or Bid Bond in the amount of Two Hundred Thousand Dollars (\$200,000.00), payable to the City of Fort Wayne

Board of Public Works and Safety as guarantee that if the bid is accepted, the bidder will execute the Contract within ten (10) days of its award. The amount of \$200,000.00 is the maximum amount for a city-wide bid and shall qualify a bidder for bidding separate zones as well as the complete City zone. A bidder desiring to bid for zones other than the Zone 1 City-wide zone who has not also bid on Zone 1, shall submit a Bid Bond in the amount of Sixty-Seven Thousand Dollars (\$67,000.00) for each zone separately bid. The failure or refusal of the successful bidder to enter into the Contract within said time frame will result in the forfeiture of the Bid Bond (or check) to the City as liquidated damages. Forfeiture of the security shall be the sole remedy of the City. Award of the Contract may then be made to the next best qualified bidder or the work readvertised for proposals as the City may elect.

The Bid Bond of the lowest three bidders will be held until the Contract is executed. If no bid has been selected within 60 days of the opening of bids, securities will be returned upon demand of any bidder at any time thereafter, provided that he has not been notified of the acceptance of his bid.

Each bid must also be accompanied by a certificate of insurance evidencing the coverages set forth in the Contract

Specifications. In lieu of the certificate, the bidder may submit evidence satisfactory to the City that, in the event that award of the Contract is made to him, the required coverages would be in place before execution of the Contract.

8. PERFORMANCE BOND/LETTER OF CREDIT

The selected bidder shall have 14 days after notification of acceptance of the bid to deliver to the City a Performance Bond or letter of credit in the amount of (see Section VII of Contract Specifications). Said bond or letter of credit is to be executed by a surety or banking institution satisfactory to the City, guaranteeing both the faithful performance of the Contract and the due payment of all lawful claims for all labor, material and equipment used in the work. A letter of intent written by the surety stating that said bond will be delivered before work can commence shall be submitted with the bid. The form of the bond is appended hereto.

9. QUALIFICATIONS AND COMPETENCY OF BIDDERS

Each bidder is required to submit with the bid certified supporting data regarding his qualifications and suitability for the work to be performed including the following information, sworn to under oath by him:

- a. Indiana legal requirements - each bidder shall submit under oath with its proposal, completed statements of its work experience, its proposed plan for performing the work, the equipment it has available to perform the work and its financial statement. The statements shall be submitted on questionnaire form number 96 of the Indiana State Board of Accounts. The term construction in form 96 shall be interpreted to mean the collection, transportation and disposal of solid waste.
- b. Guaranty - if any bidder relies on the assets of its parent corporation or any other entity, then a guarantee document legally executed by such parent corporation or any other entity shall be submitted along with, and as a part of the bidder's bid, as to the fact that such parent corporation or any other entity guarantees the full and faithful performance of this Contract, and that all assets of the parent corporation or other entity would be subject to the faithful performance of the bidding company.
- c. Where the bidder is a corporation, evidence that the bidder is in good standing under the laws of the State of Indiana. In case of corporations organized under the laws of any other state, evidence that the bidder is

licensed (or is capable of being licensed) to do business and is in good standing under the laws of the State of Indiana, or a sworn statement that it will take all necessary action to become so licensed if its bid is accepted.

- d. Evidence, in form and substance satisfactory to the City, that the bidder (or its affiliated companies) has been in existence as a going concern for in excess of five (5) years and/or possesses not less than two (2) years actual operating experience in Refuse collection and disposal.
- e. A letter of intent from a waste disposal facility licensed by the jurisdiction in which it is located committing to enter into a binding contract to receive all solid waste delivered by bidder under this Contract for the duration of this Contract. Said letter of intent shall bind the waste disposal facility and the bidder to execute a binding Contract within ten (10) days after the bidder has been notified of the acceptance of his bid.
- f. Special Required Alternate - In addition to the other requirements a bidder shall submit a proposal for the provision of curbside recycling services in the City beginning January 1, 1990. The Contractor is encouraged to develop an innovative response to this request. The

contractor would be required to design and operate the collection and processing system and to develop marketing arrangements to market all materials collected. The curbside program proposed is required to provide weekly collection services to all eligible households in the City. Collection for all households should be scheduled to occur on the same day as regularly scheduled metropolitan solid waste collection. At a minimum collection of newspapers, glass containers, aluminum and tin or steel containers should be provided. Containers for storage and set-out of recyclable materials should be included in the program and provided to all eligible households. The contractor should also propose a public education program to be conducted in conjunction with the City Department of Public Works. The design and operation of the collection, processing and marketing system shall be subject to the approval of the City and the City reserves the right to reject any and all such proposals without affecting the separate proposal for residential, solid waste collection and disposal. Contractors recycling proposal should not be conditioned upon the contractor for recycling being the same as the contractor for metropolitan solid waste collection and disposal.

10. BASIS OF THE PROPOSAL

Proposals with respect to refuse collection and disposal are solicited on the basis of rates per ton of solid waste collected, compacted and transported and a cost per ton for the disposal of solid waste. The tonnage of the waste collected and disposed may vary from time to time and so the total compensation due the contractor may change.

10. ADDENDA AND EXPLANATION

Explanations desired by a prospective bidder shall be requested from the City in writing and if explanations are necessary a copy shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request for such explanation and any other information regarding the Contract shall be addressed in writing to The Board of Public Works and Safety. Any verbal statements given by any person, previous to the award, shall be unauthoritative and not binding. April 19th, 1989, at 10:00 AM prevailing local time is the last date and time by which bidders may submit such written requests.

CONTRACT SPECIFICATIONS

SOLID WASTE COLLECTION

1989

I. INTENT AND PURPOSE

It is the intent of the City of Fort Wayne to furnish to single family residents a comprehensive solid waste collection service consisting of weekly pick-up of bagged and containerized garbage and household rubbish from all single family residences, smaller multi-family residential complexes and City facilities within the boundaries of the specific zones established in this Contract. The term smaller multi-family residential complexes as used herein shall be deemed to mean such multi-family residential complexes having four (4) or fewer residential units who have not waived their right to solid waste collection under the terms of this contract. Additionally the contractor shall pickup solid waste from all City trash cans and public litter barrels and all City operated facilities other than the Parks Department.

II. ZONES

This Contract will allow for up to four (4) separate proposals within one bid. The City has been divided into three

(3) zones. Each zone may be independent from each other or any combination of the zones may be bid. Each contractor is strongly encouraged to submit a bid on Zone 1 which is the City wide zone. The location of each zone is described in Exhibit "A" attached to this document and on a map attached as Exhibit "A-1."

III. DEFINITION

BAGS - Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 lbs.

BID BOND - The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Bidders, submitted with the bid as a guarantee that the bidder will, if called upon to do so, accept and enter in the Contract.

BULKY WASTE - A large appliance, piece of furniture or waste material from a residential source other Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Containers.

BUNDLE - Yard and garden trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding 5 feet in length or 60 lbs. in weight.

CITY - Refers to the City of Fort Wayne, Indiana, and its Board of Public Works and Safety.

CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling, repair or demolition operations in excess of thirty-five (35) pounds.

CONTAINERS - (a.) Reusable Containers - A receptacle made of plastic, metal, or fiberglass with a capacity not to exceed 30 gallons, a loaded weight of no more than 35 lbs., a tight-fitting lid, and handles of adequate strength for lifting. (b.) Non-reusable Containers - See definition of Bags.

CONTRACT DOCUMENTS - The Request for Bids, Instruction to Bidders, Contractor's Proposal, Contract Specifications, Contract, Performance Bond, any addenda or changes to the foregoing documents agreed to by the City or the Contractor, Non-Collusion Affidavit, Form 96, Statement of Experience and Collection of Solid Waste, Insurance Certificates, EEO/AA documents (2) and Exhibit "C."

CONTRACTOR - The individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under Contract with the City.

DISPOSAL SITE - A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary

landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

GARBAGE - Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.

HAZARDOUS WASTE - Waste designated as hazardous by the United States Environmental Protection Agency or appropriate state agency.

LETTER OF CREDIT - A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the City) for non-performance in amounts and under conditions as may be specified in the agreement.

PERFORMANCE BOND - A corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract's Specifications.

REFUSE - Discarded waste materials in a solid or semi-liquid state, consisting of garbage, rubbish or a combination thereof.

RESIDENTIAL UNIT - A group of rooms located within a building or mobile home and forming a single inhabitable unit with facilities which are used or are intended to be used for living, sleeping, cooking and eating. This definition also includes

buildings containing four or fewer separate or contiguous single-family dwelling units whose owner has not waived single family pick-up.

RUBBISH - Non-putrescible solid wastes consisting of combustibile and non-combustibile materials including yard and garden wastes.

IV. SCOPE OF CONTRACT

EFFECTIVE DATE - This Contract shall become effective on the day of execution. Contractor shall begin the service of residential solid waste collection and disposal as set out by this agreement on August 1, 1989.

TERM - The term of this Contract shall be for a five (5) year five (5) month period beginning August 1, 1989, and terminating December 31, 1994. The parties agree that by their mutual consent, each expressed in writing and received at least ninety (90) days before the termination of the current term ending on December 31, 1994, that this Contract may be extended for an additional period of one (1) year upon the same terms and conditions as set forth in this Contract.

COMPLIANCE WITH APPLICABLE LAWS - The parties to this Contract agree that the laws of the State of Indiana shall govern the validity, construction, interpretation, and effect of this Contract. The Contractor shall conduct the service of residential

solid waste collection as provided for by this Contract in compliance with all applicable federal and state regulations and laws. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

BANKRUPTCY - "Insolvent" for the purposes of this clause shall mean a party's inability to pay its debts as they mature.

A party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the Contract with thirty (30) days written notice. Assumption of this Contract by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of the Contract where the Contractor is in the process of voluntary or involuntary bankruptcy.

The City shall not be bound to the Contract by an insolvent Contractor's trustee or receiver.

In the event of the Contractor's bankruptcy, the City will have the same remedies as provided for Breach of Contract.

BREACH OF CONTRACT - If the Contractor fails to perform, or fails to perform in a satisfactory manner, or fails to perform in accordance with applicable ordinances, the City shall have the right to demand in writing adequate assurance from the Contractor that steps have been or are being taken to rectify the situation. The Contractor must within seven (7) days of receipt of such demand return to the City Board of Public Works and Safety or their designee a written statement that explains reasons for non-performance or delayed, partial or substandard performance during that period and any continuation thereof. The Contractor also has available to him the option to appear with an explanation before the City Council. Upon receipt of the Contractor's statement or the failure of the Contractor to submit one, the City may, except under conditions of Force Majeure, upon recommendation from the Board of Public Works and Safety, terminate this Contract with 2/3 vote of the Council and, as its sole remedy, make demands under the terms of the Performance Bond or the Letter of Credit.

FORCE MAJEURE - Neither the Contractor nor the City shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the Contractor or City.

If such circumstances persist for more than fourteen (14) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of fourteen (14) days, he or the City may terminate this Contract upon written notice given in thirty (30) days advance to the other party.

ARBITRATION AND AWARD - Any controversy or claim arising out of or relating to this agreement, or breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

ASSIGNMENT OF CONTRACT - No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express consent of the City, which consent shall not be unreasonably withheld. The delegation of any Contract duties will require the written consent of the Surety as such a delegation will not relieve the Contractor or his Surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability.

CHANGE OF OWNERSHIP - In the event that the Contractor's business assets are sold, the City maintains the right to hold the original owner solely liable. If, however, the City determines

that the new ownership can adequately and faithfully render the services called for in this Contract for the remaining term of the Contract, then the City may elect to execute a novation, allowing the new ownership to assume the rights and duties of this Contract and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims attendant to this agreement.

CHANGE IN CONTRACTED DISPOSAL SITE - In the event for any reason Contractor changes the licensed disposal facility with which he contracted for disposal of the solid waste generated under this Contract, he shall furnish City for approval a copy of the Contract with the new licensed disposal facility contracting to accept all solid waste generated under this Contract for the term remaining under said Contract as well as operational details of the disposal site. No change in disposal site causing an increased price to City shall be approved without evidence showing the emergency requirement for the change.

WAIVERS - A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains

of the parties, the waiver must be supported by consideration and take the form of a Contract modification as provided for elsewhere in this section.

ILLEGAL AND INVALID PROVISIONS - Should any term, provision or other part of this Contract be declared illegal it shall be excised and modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this Contract be held to be inoperative, invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with applicable laws or regulations. In both cases of illegal and invalid provisions, the remainder of the Contract shall not be affected but shall remain in full force and effect.

JOINT AND SEVERAL LIABILITY - If the contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the contractor shall be jointly and severally liable.

BINDING EFFECT - The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

AMENDMENT OF THE CONTRACT - No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representative of all parties entitled to receive a right or obligated to perform a duty under this Contract. A signed original is to be fastened to the original Contract with signed copies retained by all the parties.

The written modification is not to become effective for a period of thirty (30) business days during which time either party may revoke the writing upon delivery to the other party of written notice to that effect, dated and signed by a notary.

MERGER CLAUSE: PREVIOUS AGREEMENTS SUPERSEDED - This agreement constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Contract if they alter, vary or contradict this agreement.

V. SERVICE, OPERATIONS, PERFORMANCE AND INCENTIVES

The Contractor shall work under the immediate supervision of the Board of Public Works and Safety of the City of Fort Wayne or its designee.

SERVICE PROVIDED - Contractor shall provide service for the collection of refuse from residential units one (1) time per week. Collection shall be alley collection where alleys are available. All other collection shall be curbside collections. It is the resident's responsibility to see that containers, bags and bundles are placed in the appropriate curb or alley location as close as practical to vehicle routes by 5:00 AM on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to and withing five (5) feet of paved, traveled roadways. Alleyside refers to as close as possible (not

more than five (5) feet) to the alley and, where a fence exists, the alleyside of the fence.

Contractor may decline to collect any Container, Bag or Bundle not so placed or any container not defined in the definitions, any containers that contain sharp objects or liquids or any residential refuse not properly contained. Where the Contractor has reason to leave solid waste uncollected at a residence, he or his agents shall inform the resident within one (1) day by written notice, mailing, or telephone as to why the solid waste was not collected, i.e., non-residential solid waste, hazardous waste, unapproved Containers or Bundles, improper placement, etc.

Collection of Bulky Wastes will be within 24 hours of the regular trash pickup upon request by the resident.

AREA TO BE SERVED - The area to receive the service of residential Refuse collection is indicated in the map appended hereto as Exhibit "A-1."

SITES TO BE SERVED - Residential refuse collection must be provided to all single family residences, all multiple family residences of four (4) or fewer residential units who have not waived such service, and all mobile home units. In order to receive service in a mobile home court the mobile home court owner must provide adequate streets approved by the Board of Public Works for ingress and egress to all mobile homes requiring service. Said streets shall accommodate the Contractor's truck

and allow for curbside pickup. A mobile home court owner further must submit written authorization to the Board of Public Works permitting Contractor to enter premises and holding the Contractor and the City harmless of and from any damages resulting from refuse pickup excluding, however, any damages caused by negligence of the contractor or any of his employees. Contractor shall furnish service to all City owned or leased facilities other than parks which produce refuse on the basis of weekly or daily collections. Frequency of collection will be determined by the Board of Public Works. A list of City facilities and public litter barrels, including type of collection, is attached as Exhibit "B" as amended from time to time."

Container size will vary from facility to facility. No charge is to be levied by Contractor to City for rental or use of any specified Container, Bid or Dumpster. Such Container, if needed, will be supplied by the Contractor during the period of the Contract.

HOURS OF COLLECTION - Normal hours of collection are to be from 5:00 AM TO 11:00 PM. Monday through Saturday. Exceptions may be made only when the Contractor has reasonable determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the City and the Contractor. Unless otherwise mutually agreed upon by the Board of Public Works and the Contractor, collection of solid waste shall not be made on Sunday.

ROUTES AND SCHEDULE OF COLLECTIONS - The Contractor shall provide the City with maps and schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, the City shall so notify each resident affected in a manner and time as it chooses.

Not less than fourteen (14) days prior to commencing service, the Contractor agrees to furnish for the City's approval the initial schedules and maps of all routes to be used in serving the area as specified in this Contract. Any changes in routes and/or schedules will also be subject to the City's approval which will not be unreasonably withheld.

STREET AND ALLEY CLOSINGS - City shall advise Contractor of street or alley closings and assist in providing access to accomplish required collections. City may, at Contractor's request and expense, post no parking signs to facilitate collections in tight locations.

MISSED COLLECTIONS - In the event that regularly scheduled collection is missed and a complaint received by either the City or the Contractor, and where no fault can be found on the generator's part, a special collection of the refuse will be required of the Contractor within twenty-four (24) hours. The City shall notify the Contractor of any complaints it receives within twelve (12) hours.

HOLIDAYS - The following holidays will be observed as non-collection days by the Contractor:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

The suspension of collection service on any holiday in no way relieves the Contractor of his obligation to provide collection service at least once per week. Extending the hours of service to meet his obligation is subject to the City's approval.

COMPLAINTS - The Contractor shall receive and respond to all complaints regarding services provided under this Contract. Any complaints received by the City will be directed to the Contractor's office. Should a complaint go unresolved for longer than four (4) days, the City will have the right to demand an explanation or resolution to its satisfaction.

COLLECTION EQUIPMENT - An adequate number of vehicles shall be provided by the Contractor to collect Refuse in accordance with the terms of this Contract. The vehicles shall be licensed in the State of Indiana and shall operate in compliance with all applicable state, federal and municipal regulations. All vehicles shall be manufactured and maintained to conform with the American National Standards Institute's (ANSI) standard Z245.1.

All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear, as a minimum, the name and phone number of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least seven (7) inches high. Each truck shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of solid waste and/or leakage of fluid. No vehicles shall be willfully overloaded. Contractor must have trucks washed a minimum of three (3) times per week and must make available to the City adequate space on both sides of each truck to hold informational signs that the City will provide. The size of the signs will be no larger than thirty (30) inches in height and sixty (60) inches length. City will provide brackets for such signs, if desired.

SPECIAL EQUIPMENT FOR ALLEY COLLECTIONS - Where alley collection is required under the Contract, Contractor shall not operate equipment in the alleys in excess of seven thousand pounds (7,000) gross vehicle weight. Vehicles operating in the alley shall discharge their loads into a proper packer truck not less frequently than every block where alley pickup is required. Packer trucks exceeding the gross vehicle weight limit shall use the streets in the area and receive the loads from the alley vehicles on area streets rather than in area alleys.

PERSONNEL - The Contractor shall require his employees to be courteous at all times, to work quietly and not to use loud or profane language. Each employee shall wear a company uniform clearly labelled with the name of company and employee. Clothing will be as neat and clean as circumstances permit. Shirts will be required at all times. The Contractor shall prohibit the drinking of alcoholic beverages or the use of controlled substances by its employees while on duty or in the course of performing their duties under this Contract.

The Contractor's employees shall follow the regular walks for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property to adjoining property, and shall not meddle or tamper with property which does not or should not concern them.

Each employee assigned to drive a vehicle shall, at all times, carry an appropriate valid driver's license for the type of vehicle he is driving.

The City shall have the right to make a complaint regarding any employee of the Contractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his duties.

The City may suggest action to be taken in its complaint but it shall not be binding on the Contractor.

The Contractor shall abide by the National Labor Relations Act as amended in 1959 U.S. Code Title 29 Sections 141-168, guaranteeing the rights of workers to organize and to bargain collectively with their employers or to refrain from all such activity.

~~DISPOSAL SITE~~ - The Contractor shall furnish the City with the name and location of the waste disposal facility which will receive the waste generated by this Contract, Contractor shall additionally furnish the City with a copy of a Contract executed by said waste disposal site agreeing to receive all waste generated under the terms of this Contract for the duration of this Contract. Choice of disposal site is made by the Contractor who will assume all fees. Contractor shall also provide evidence as to disposal site operations on which rates are based, demonstrate actual use of the site and provide evidence that said site maintains its license to receive and dispose of solid waste. The proposed solid waste disposal facility shall meet all the requirements of the State of Indiana and the jurisdiction in which said facility is located. The bidder acknowledges that the Contract price is predicated upon disposal of the solid waste in a sanitary landfill. The City reserves the right in its sole discretion to approve any change in solid waste disposal methods regardless of the initiating party. No change in disposal methods

causing an increased price to the City shall be approved without evidence showing emergency requirement for the change in disposal method.

NOTIFICATION OF RESIDENTS - The City shall inform all residents as to complaint procedures, rates, regulations and day(s) for scheduled refuse collection.

OFFICE - The Contractor shall establish and maintain a local office or other facility, not necessarily within the city limits, through which he can be contacted, where service may be applied for, and complaints can be made. Such office or facility shall be equipped with adequate telephone communications, shall have at least one responsible person in charge and present during collection hours, and shall be open during all collection hours.

NOTICE - A letter properly addressed and sent by mail, certified mail, or registered mail to any party at the addresses provided below shall constitute sufficient notice whenever written notice is required for any purpose of this agreement. Notice will be considered sent either when received at the appropriate address or deposited in the United States mail.

Address for notices to the City:

City of Fort Wayne
Board of Public Works and Safety
Room 920 - City-County Building
One Main Street
Fort Wayne, Indiana 46802

Copy to the City Attorney:

City of Fort Wayne

ATTENTION: CITY ATTORNEY

Room 910 - City-County Building

One Main Street

Fort Wayne, Indiana 46802

Address for notices to Contractor:

Waste Management of Fort Wayne

2220 Bremer Road

Fort Wayne, IN 46803

Address for notices to Surety:

Safeco Insurance Companies

The Loop Service Office

10 South Riverside Plaza, Suite 1660

Chicago, Illinois 60606

VI. NONDISCRIMINATION AND AFFIRMATIVE ACTION

Neither the Contractor nor any sub-contractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion or national origin. The Contractor shall comply with all appropriate affirmative action requirements. See Exhibit "C" which is attached hereto and incorporated by reference herein.

VII. INDEMNITY

The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from a willfull or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

VIII. INSURANCE

The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below;

COVERAGES	MINIMUM LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000

GENERAL LIABILITY:

Bodily Injury	\$ 500,000 each occurrence
	1,000,000 aggregate
Property Damage	500,000 each occurrence
	1,000,000 aggregate

AUTOMOBILE LIABILITY:

Bodily Injury	\$ 500,000 each person
	1,000,000 each occurrence
Property Damage	500,000 each occurrence
Excess Umbrella Coverage	\$ 5,000,000 each occurrence

Employer's Liability Coverage will be required of the Contractor and any sub-contractor where any class of employee engaged in work under this Contract is not protected under the Workmen's Compensation Statute.

All insurance will be by insurers acceptable to the City and authorized to do business in the State of Indiana. Prior to the commencement of work the Contractor shall furnish the City with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without thirty (30) days advance written notice to the City.

To the extent permitted by law, all or any part of required insurance coverage(s) may be provided under a plan of self-insurance.

IX. PERFORMANCE BOND

Before this Contract can be executed, the Contractor shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the Contract. Said bond or letter of credit must be in the amount of Six Hundred Seventy Thousand Dollars (\$670,000.00 per zone or Two Million Dollars (\$2,000,000.00) for City-wide Contract.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Indiana. Attorneys-in-fact who sign Performance Bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company, evidencing such agent's authority to execute the bond. In case of extension or renewal of this Contract, the Contractor shall furnish a Performance bond or Letter of Credit in the same amount and under the same terms as for the initial Bond or Letter of Credit. The original Surety, however, is in now way obligated to extend or renew the bond.

This Contract shall be subject to termination by the City at any time if said bond shall be cancelled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the City thirty (30) days prior to the effective date of said cancellation. The Contract will not be terminated if within fifteen (15) days of such notice the Contractor files with the City a similar bond to be effective for the balance of the Contract period.

X. PERMITS, LICENSES AND TAXES

The Contractor shall obtain and assume the cost of all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.

XI. COMPLIANCE WITH LAWS

The Contractor shall comply with all municipal, state and federal regulations and laws, ordinances, rules and regulations. This Contract, as to all matters not particularly referred to and defined herein, shall notwithstanding and be subject to the provisions of all pertinent state or federal statutes or regulations and all ordinances of the municipality which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

XII. BASIS AND METHOD OF PAYMENT

City shall pay the Contractor monthly based on the total tonnage of waste collected and disposed by the Contractor for the preceding month. Said tonnage shall be verified by scale tickets and supported by a report of compacted cubic yardage collected for the month. The Contractor shall bill the City within fifteen (15) days from the end of each calendar month for the calculated amount.

The City shall remit payment within thirty (30) days following the receipt of the billing. If any dispute arises, the undisputed amount shall be paid.

The Contractor will provide service to any territory annexed by the City and determined to be within the zone served by the Contractor by the Board of Public Works and Safety.

ESCALATION CLAUSE - An annual adjustment of rates will be made to reflect the general increase or decrease in the cost of operations. Adjustments will be made annually following the execution of this Contract. The unit rates for collection and disposal will be adjusted by a multiplier equal to eighty percent (80%) of the change in the CPI-U otherwise known as the Consumer Price Index for all urban consumers over the previous twelve (12) months.

SERVICE COST ADJUSTMENT - In the event unforeseen changes in federal, state or local laws, ordinances, or regulations cause increased disposal costs, contractor may petition the Board of Public Works and Safety for an increased disposal rate to reflect the actual amount of such unforeseen increase. The contractor shall satisfy the Board of Public Works and Safety that the changed law, ordinance or regulation could not reasonably have been foreseen at the time of bidding and shall further document the alleged effect of the change on disposal costs.

78-63-3

S 85-89

rec. 6/13/89

CONTRACT

THIS CONTRACT, made and entered into this 17th day of May, 1989, by and between the City of Fort Wayne (hereinafter called the "City"), and Waste Management of Fort Wayne a division of Indiana Waste Systems, Inc. (hereinafter called the "Contractor").

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

- I. TERM. This contract shall take effect on August 1, 1989, and remain in full force and effect for five (5) years and five (5) months to December 31, 1994. The initial term of this contract may be extended for an additional one (1) year period, under the same terms and conditions as this, the initial contract, provided each party has received from the other a written expression of consent no less than ninety (90) days prior to the expiration of the initial term.
- II. SCOPE OF WORK. The Contractor, within the geographic area as described in Exhibit "A" attached hereto, shall furnish all personnel, labor, equipment, trucks and all other items

necessary to provide Refuse collection, removal and disposal services as specified and to perform all of the work called for and described in the Contract Documents.

III. COMPONENT PARTS OF THE CONTRACT DOCUMENTS. The Contract Documents shall include the following documents, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto⁴ attached.

- (1) The Request for Bids
- (2) The Instructions to Bidders
- (3) The Contractor's Proposal
- (4) The Contract Specifications
- (5) The Performance Bond or Letter of Credit
- (6) This Instrument
- (7) Any addenda or changes to the foregoing documents
agreed to by the parties hereto. ‡

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

This Contract is intended to conform in all respects to applicable statutes of the State of Indiana, and if any part or provision of this Contract conflicts therewith, the said statute shall govern.

IV. APPROVAL OF CONTRACT. This Contract, although accepted on behalf of the City by its Mayor and by the Board of Public Works shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City of Fort Wayne fail to approve the same within forty-five (45) days after the date hereof, this Contract shall become and be wholly void.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Fort Wayne, Indiana, as of this 17th day of May, 1989.

CITY OF FORT WAYNE, INDIANA

BY:

Paul Helmke
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS AND SAFETY

BY:

Angela S. Derheimer
Angela S. Derheimer
Director of Public Works

Douglas M. Lehman
Douglas M. Lehman
Director of Administration
and Finance

Michael McAlexander
Michael McAlexander
Director of Public Safety

ATTEST:

Helen V. Goehenour
Helen V. Goehenour, Clerk

Waste Management of Fort Wayne,
a division of Indiana Waste Systems, Inc.
Contractor,

BY: Willie, President
Douglas M. Lehman

ATTEST: Thomas J. Golec, Assistant Secretary
THOMAS J. GOLEC

(SEAL)

ACKNOWLEDGMENT

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared this 17th day of May, 1989, Paul Helmke and also Angela S. Derheimer, Douglas M. Lehman and Michael McAlexander and Helen V. Gochenour, known to me to be the Mayor, the members of the Board of Public Works and Safety and the Clerk of the Board of Public Works and Safety respectively, of the City of Fort Wayne, Indiana, acknowledged the foregoing agreement to be their voluntary act and deed as such Mayor, members of the Board of Public Works and Safety and the Clerk of the Board of Public Works and Safety of the City of Fort Wayne and the voluntary act and deed of said City.

WITNESS my hand and notary seal.

Caryl S. Gschmann
Notary Public

My Commission Expires: 6-16-91

Resident of Allen County, Indiana.

APPROVED AS TO FORM
AND LEGALITY

R. David Boyer

ASSOCIATE CITY ATTORNEY

R. David Boyer, Associate City Attorney

ACKNOWLEDGEMENT

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

BEFORE ME, personally appeared Donald R. Price
this 26th day of April, 1989, known to me to be
the President of Indiana Waste Systems, Inc.
and acknowledged the execution of
the foregoing instrument to be his voluntary act and deed duly
authorized on behalf of said Indiana Waste Systems, Inc.
for the purposes herein mentioned acknowledged the foregoing
agreement to be his voluntary act and deed as President

WITNESS my hand and notary seal.

Carol R. Shepherd
Notary Public

My Commission Expires: 6/27/89
Resident of Allen County, Indiana.

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, personally appeared Thomas J. Golec
this 26th day of
April, 1989, known to me to be
the Assistant Secretary of
Indiana Waste Systems, Inc. and acknowledged the execution of
the foregoing instrument to be his voluntary act and deed duly
authorized on behalf of said Indiana Waste Systems, Inc.
for the purposes herein mentioned acknowledged the foregoing
agreement to be his voluntary act and deed as Assistant Secretary

WITNESS my hand and notary seal.

Carol R. [Signature]
Notary Public

My Commission Expires: 6/27/89
Resident of Allen County, Indiana.



SAFECO INSURANCE COMPANIES

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
HOME OFFICE SAFECO PLAZA, SEATTLE, WASHINGTON 98185

Bond No. 5589806

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, WASTE MANAGEMENT OF FORT WAYNE, A DIVISION
OF INDIANA WASTE SYSTEMS, INC. Fort Wayne, Indiana 46803

(hereinafter called the Principal), as Principal, and the SAFECO INSURANCE COMPANY OF AMERICA, a corporation
duly organized under the laws of the State of Washington (hereinafter called the Surety), as Surety, are held and firmly
bound unto CITY OF FORT WAYNE Fort Wayne, Indiana 46803

_____, (hereinafter called the Obligee),
in the sum of Two-Million-----

----- (\$ 2,000,000.00-----) Dollars, for the payment of which sum well and truly
to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of May, 19 89.

WHEREAS, said Principal has entered into a Contract with said Obligee, dated May 17, 1989,
for refuse collection

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully
set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well
and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and
specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or
shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain
by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void, otherwise
shall remain in full force and effect.

Notwithstanding anything contained in the
contract to the contrary, the liability of
the principal and surety under this bond
is limited to the original term of the
contract from August 1, 1989 to
December 31, 1994. Any extensions or renewals
of the referenced contract shall be covered
under this bond only when consented to in
writing by the surety.

COUNTERSIGNATURE:

A. J. Auda
A. J. Auda, Indiana Resident Agent

WASTE MANAGEMENT OF FORT WAYNE, A
DIVISION OF INDIANA WASTE SYSTEMS, INC.

Principal

By Gregory T. Sangalis
Gregory T. Sangalis, Assistant Secretary
SAFECO INSURANCE COMPANY OF AMERICA

By Linda Butler
Linda Butler Attorney-in-Fact



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 9145

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

-----DONALD S. HAUF; JILL KARLS; KAREN E. BOGARD; LINDA BUTLER, Oak Brook, Illinois-----

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

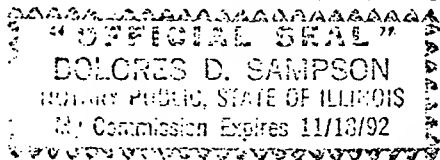
10th day of March, 19 89

STATE OF ILLINOIS

COUNTY OF COOK

On this 17th day of May, 19 89, before me personally appeared Linda Butler, known to me to be the Attorney-in-Fact of SAFECO INSURANCE COMPANY OF AMERICA, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first above written.



Dolores D. Sampson
(Notary Public)

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 17th day of May, 19 89

CONTRACTOR'S PROPOSAL FOR RESIDENTIAL SOLID
WASTE COLLECTION AND DISPOSAL

TO

THE BOARD OF PUBLIC WORKS AND SAFETY
OF

THE CITY OF FORT WAYNE

ZONE 1

Proposal of Waste Management of Fort Wayne, a division of Indiana
Waste Systems, Inc.
(an individual), (a partnership), (corporation), duly organized
under the laws of the State of Indiana, and being duly
licensed to do business in the State of Indiana.

The undersigned, having carefully read and considered
the terms and conditions of the contract documents for residential
solid waste collection and disposal for the City of Fort Wayne and
being familiar with local conditions affecting the cost of work
does hereby offer to furnish at the rates hereinafter set forth.
all labor and equipment, materials, tools, insurance, supervision,
and all other items necessary to provide the service as specified.

Rate per ton of solid waste collected - Residential \$36.85

(Thirty-Six Dollars and Eighty-Five Cents)

Rate per ton of solid waste disposed - Residential \$ 6.00

(Six Dollars and No Cents)

Rate per ton of solid waste collected - City Facilities \$36.85

(Thirty-Six Dollars and Eighty-Five Cents)

Rate per ton of solid waste disposed - City Facilities \$ 6.00

(Six Dollars and No Cents)

BY:

Will

, President

ADDRESS:

Waste Management of Fort Wayne, a division of Indiana
Waste Systems, Inc.
2220 Bremer Road

Fort Wayne, IN 46803

TELEPHONE NUMBER:

(219) 749-9689

CONTRACTOR'S PROPOSAL FOR RESIDENTIAL SOLID
WASTE COLLECTION AND DISPOSAL

TO

THE BOARD OF PUBLIC WORKS AND SAFETY
OF

THE CITY OF FORT WAYNE

ZONE 2

Proposal of Waste Management of Fort Wayne, a division of Indiana
Waste Systems, Inc.
(an individual), (a partnership), (corporation), duly organized
under the laws of the State of Indiana, and being duly
licensed to do business in the State of Indiana.

The undersigned, having carefully read and considered
the terms and conditions of the contract documents for residential
solid waste collection and disposal for the City of Fort Wayne and
being familiar with local conditions affecting the cost of work
does hereby offer to furnish at the rates hereinafter set forth.
all labor and equipment, materials, tools, insurance, supervision,
and all other items necessary to provide the service as specified.

Rate per ton of solid waste collected - Residential \$40.34

(Forty Dollars and Thirty-Four Cents)

Rate per ton of solid waste disposed - Residential \$ 6.00

(Six Dollars and No Cents)

Rate per ton of solid waste collected - City Facilities \$40.34

(Forty Dollars and Thirty-Four Cents)

Rate per ton of solid waste disposed - City Facilities \$ 6.00

(Six Dollars and No Cents)

BY: W. W. W. W. W. W., President

ADDRESS: Waste Management of Fort Wayne, a division of Indiana
Waste Systems, Inc.
2220 Bremer Road
Fort Wayne, IN 46803

TELEPHONE NUMBER: (219) 749-9689

CONTRACTOR'S PROPOSAL FOR RESIDENTIAL SOLID
WASTE COLLECTION AND DISPOSAL

TO

THE BOARD OF PUBLIC WORKS AND SAFETY
OF

THE CITY OF FORT WAYNE

ZONE 3

Proposal of Waste Management of Fort Wayne, a division of Indiana
Waste Systems, Inc.
(an individual), (a partnership), (corporation), duly organized
under the laws of the State of Indiana, and being duly
licensed to do business in the State of Indiana.

The undersigned, having carefully read and considered
the terms and conditions of the contract documents for residential
solid waste collection and disposal for the City of Fort Wayne and
being familiar with local conditions affecting the cost of work
does hereby offer to furnish at the rates hereinafter set forth.
all labor and equipment, materials, tools, insurance, supervision,
and all other items necessary to provide the service as specified.

Rate per ton of solid waste collected - Residential \$40.33
(Forty Dollars and Thirty-Three Cents)

Rate per ton of solid waste disposed - Residential \$ 6.00
(Six Dollars and No Cents)

Rate per ton of solid waste collected - City Facilities \$40.33
(Forty Dollars and Thirty-Three Cents)

Rate per ton of solid waste disposed - City Facilities \$ 6.00
(Six Dollars and No Cents)

BY:

W. J. Miller

, President

W. J. Miller

ADDRESS: Waste Management of Fort Wayne, a division of Indiana
Waste Systems, Inc.
2220 Bremer Road

Fort Wayne, IN 46803

TELEPHONE NUMBER:

(219) 749-9689

CONTRACTOR'S PROPOSAL FOR RESIDENTIAL SOLID
WASTE COLLECTION AND DISPOSAL

TO

THE BOARD OF PUBLIC WORKS AND SAFETY
OF

THE CITY OF FORT WAYNE

ZONE 4

Proposal of Waste Management of Fort Wayne, a division of Indiana
Waste Systems, Inc.
(an individual), (a partnership), (corporation), duly organized
under the laws of the State of Indiana, and being duly
licensed to do business in the State of Indiana.

The undersigned, having carefully read and considered
the terms and conditions of the contract documents for residential
solid waste collection and disposal for the City of Fort Wayne and
being familiar with local conditions affecting the cost of work
does hereby offer to furnish at the rates hereinafter set forth.
all labor and equipment, materials, tools, insurance, supervision,
and all other items necessary to provide the service as specified.

Rate per ton of solid waste collected - Residential \$32.74
(Thirty-Two Dollars and Seventy-Four Cents)

Rate per ton of solid waste disposed - Residential \$ 6.00
(Six Dollars and No Cents)

Rate per ton of solid waste collected - City Facilities \$32.74
(Thirty-Two Dollars and Seventy-Four Cents)

Rate per ton of solid waste disposed - City Facilities \$ 6.00
(Six Dollars and No Cents)

BY:

W. J. Jellie

, President

ADDRESS:

Waste Management of Fort Wayne, a division of Indiana

Waste Systems, Inc.

2220 Bremer Road

Fort Wayne, IN 46803


TELEPHONE NUMBER:

(219) 749-9689

CONTRACTOR'S PROPOSAL ALTERNATE 1
FOR COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS

ZONE 1

In addition to the proposal for the residential solid waste collection and disposal, ^{Waste Management of Fort Wayne,} a division of Indiana Waste Systems, Inc. (an individual), (a partnership), (a corporation), duly organized under the laws of the state of Indiana and authorized to do business in the State of Indiana, hereby proposes a plan of collection of residential recyclable materials as more particularly detailed in Attachment #1 prepared by said Company, and attached to this bid packet. The term of the proposal to collect residential recyclable materials are not dependent upon the awarding of the Contract for residential solid waste collection and disposal to this bidder.

By: , President
D. Wayne L. Decker

ADDRESS: Waste Management of Fort Wayne, a division of
Indiana Waste Systems, Inc.
2220 Bremer Road
Fort Wayne, IN 46803

TELEPHONE NUMBER: (219) 749-9689

EXHIBIT "A"

For the purposes of this bid, the City has been divided into three (3) Zones including a fourth (4th) Zone combining all Zones. A map detailing the Zone boundaries is attached hereto as Exhibit "B".

In general, the Zones are as follows:

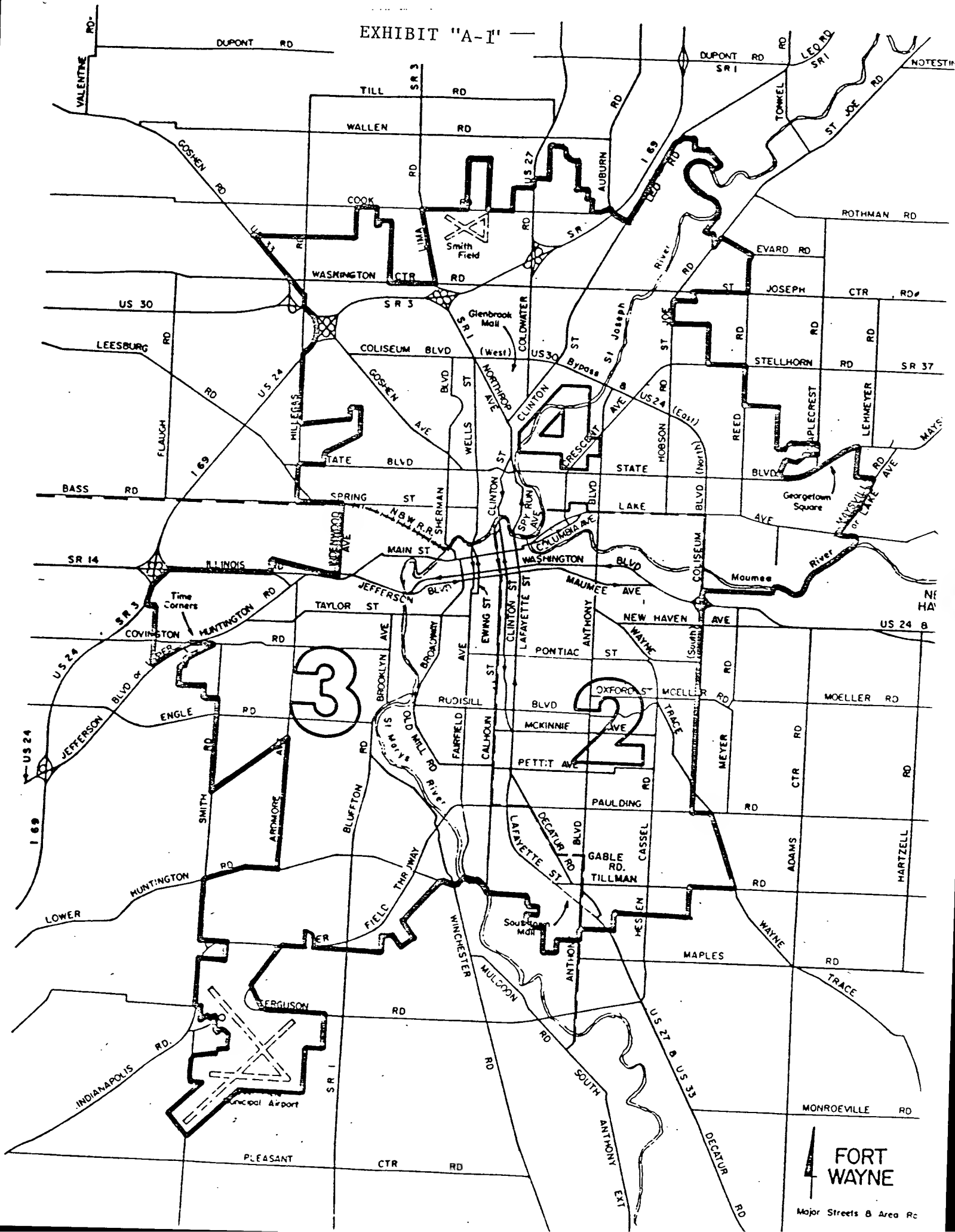
Zone #1 - City Wide

Zone #2 - Southeast

Zone #3 - Southwest

Zone #4 - Northern

EXHIBIT "A-I" —



CITY FACILITIES
SOLID WASTE CONTAINERS

FACITLITY	ADDRESS	CONTAINER	COST
Fire Station #1	419 E. Main St.	4 yd.	\$_____/mo
Fire Station #2	2023 Taylor St.	2 yd.	\$_____/mo
Fire Station #5	5801 Bluffton Rd.	2 yd.	\$_____/mo
Fire Station #6	1500 W. Coliseum	2 yd.	\$_____/mo
Fire Station #7	1602 Lindenwood	2 yd.	\$_____/mo
Fire Station #9	2530 E. Pontiac	2 yd.	\$_____/mo
Fire Station #10	1245 E. State	2 yd.	\$_____/mo
Fire Station #11	405 E. Rudisill	2 yd.	\$_____/mo
Fire Station #12	5300 S. Anthony	2 yd.	\$_____/mo
Fire Station #13	1103 E. Coliseum	2 yd.	\$_____/mo
Fire Station #14	3400 Reed Road	2 yd.	\$_____/mo
Fire Garage	1705 S. Lafayette	4 yd.	\$_____/mo
Fire Academy	2700 Dwenger Ave.	2 yd.	\$_____/mo
Animal Control	2225 Dwenger Ave.	8 yd.	\$_____/mo
Parking Admin.	100 E. Washington	3 yd.	\$_____/mo
Police Academy	1717 S. Lafayette	3 yd.	\$_____/mo
St. Light Warehouse	1701 S. Lafayette	3 yd.	\$_____/mo
Tech. Services Lab	401 E. Masterson	1 yd.	\$_____/mo
Filtration Plant	Griswold Drive	8 yd./2 yd.	\$_____/mo
WPC Maintenance	445 E. Wallace	4 yd.	\$_____/mo
WPC Plant	2601 Dwenger	2 yd.	\$_____/mo
Water Maint. & Serv.	415 E. Wallace	4 yd.	\$_____/mo
Safety Village	402 E. Wallace	1 yd.	\$_____/mo
Traf.Eng./Radio Shop	1730 S. Lafayette	3 yd.	\$_____/mo

PUBLIC LITTER BARRELS

ZONE 3

LOCATION	NUMBER
1400 Broadway	8
1100 Broadway	2
Calhoun Street	8
Harrison Street	6
100 W. Wayne St.	1
100 W. Baker St.	1
100 Maiden Lane	2
TOTAL	<u>28</u>

ZONE 2

100 E. Superior	2
100 Barr Street	1
Calhoun Street	7
400 E. Pontiac	1
600 E. Pontiac	2
1000 E. Pontiac	1
1100 E. Pontiac	2
1500 E. Pontiac	1
1700 E. Pontiac	1
TOTAL	<u>18</u>

(All barrels are emptied one time per week)



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

KNOW ALL BY THESE PRESENTS:

No. 7591

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

-----**ROBERT K. MILLER; ROBYN L. SCHLIEBEN; SARAH B. YIRCOTT; BRENDA D. HOCKBERGER;**
Chicago, Illinois-----

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 16th day of February, 19 89.

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
 - (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
 - (iii) Certifying that said power-of-attorney appointment is in full force and effect,
- the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 26th day of April, 19 89.

SAFECO

TELEPHONE (312) 454-9090

SAFECO INSURANCE COMPANIES
THE LOOP SERVICE OFFICE
10 SOUTH RIVERSIDE PLAZA, SUITE 1660
CHICAGO, ILL. 60606
April 18, 1989

City of Fort Wayne
Board of Public Works and Safety
Room 920, City County Building
1 Main Street
Fort Wayne, Indiana 46802

A Division of

RE: PRINCIPAL: Waste Management of Fort Wayne, Indiana Waste Systems, Inc.
BID DATE: April 26, 1989
PROPOSAL: Refuse collection.

Gentlemen:

Waste Management of Fort Wayne, A

It is our understanding that, Division of Indiana Waste Systems, Inc.
_____, will submit a proposal for the above project.

Should this proposal be accepted and a contract awarded to
Waste Management of Fort Wayne, A Division of Indiana Waste Systems, Inc., it is our present intention
to become surety on the final bond or bonds which may be
required guaranteeing performance of the contract.

You understand, of course, that any arrangement for the
final bond or bonds is subject to our review and approval of
the pertinent contract documents and specifications. It is
further understood that any arrangement for the final bond
or bonds, is a matter between, Waste Management of Fort Wayne, A Division of
Indiana Waste Systems, Inc. and SAFECO Insurance Company of America.

A Division of
Waste Management of Fort Wayne, Indiana Waste Systems, Inc. is a valued
customer of SAFECO Insurance Company of America and we
recommend them highly.

Very truly yours,

SAFECO INSURANCE COMPANY OF AMERICA

Robert L. Schlieben

Attorney-in-fact
Robyn L. Schlieben

100-1trints2



SAFECO INSURANCE COMPANY OF AMERICA
SAFECO LIFE INSURANCE COMPANY
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SAFECO NATIONAL INSURANCE COMPANY
SAFECO NATIONAL LIFE INSURANCE COMPANY
SAFECO INSURANCE COMPANY OF ILLINOIS



Waste Management of North America, Inc.
3003 Butterfield Road - Oak Brook, Illinois 60521

April 24, 1989

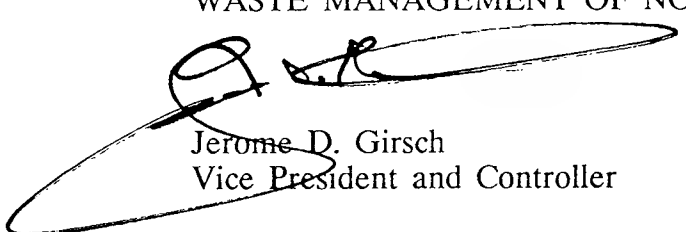
Board of Public Works and Safety
City of Fort Wayne, Indiana
City County Building
One Main Street
Fort Wayne, Indiana 46802

Gentlemen:

This letter constitutes a guarantee by Waste Management of North America, Inc. of the obligations incurred by its affiliated corporation, Indiana Waste Systems, Inc., pursuant to and arising out of any contract or agreement relating to the collection and disposal of solid wastes for the City of Fort Wayne, Indiana.

Very truly yours,

WASTE MANAGEMENT OF NORTH AMERICA, INC.



Jerome D. Girsch
Vice President and Controller

JDG:llc

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, JOSEPH H. HOGSETT, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper office to execute this certificate.

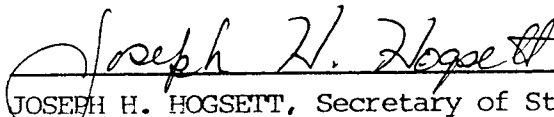
I further certify that records of this office disclose that

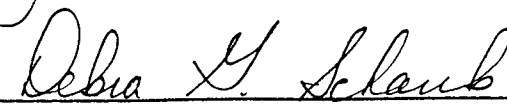
INDIANA WASTE SYSTEMS INC

filed Articles of Incorporation on March 29, 1971, and is a corporation duly organized and existing under and by virtue of the Laws of the State of Indiana.

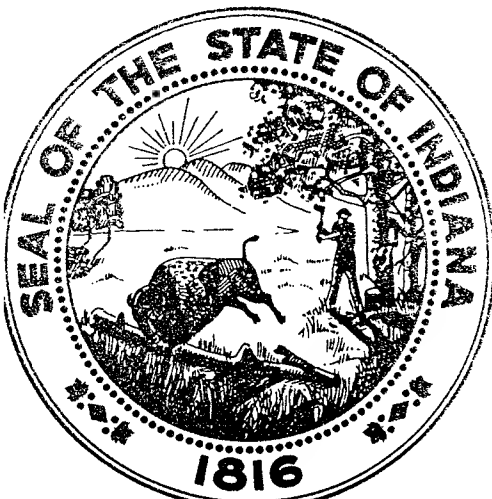
I further certify this corporation has filed its most recent annual report required by law with the Secretary of State, or is not yet required to file such annual reports; and that Articles of Dissolution have not been filed, thus making the corporation in existence in the State of Indiana.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Eighteenth day of April , 1989


JOSEPH H. HOGSETT, Secretary of State

By 

Deputy





SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY
OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

BID BOND

Approved by The American Institute of Architects,
A.I.A. Document No. A-310 (Feb. 1970 Edition)

KNOW ALL BY THESE PRESENTS, That we, WASTE MANAGEMENT OF FORT WAYNE, A DIVISION
OF INDIANA WASTE SYSTEMS, INC. Fort Wayne, Indiana 46803

_____ as Principal, hereinafter called the Principal,
and the SAFECO INSURANCE COMPANY OF AMERICA, of Seattle, Washington, a corporation duly organized under
the laws of the State of Washington, as Surety, hereinafter called the Surety, are held and firmly bound unto _____

CITY OF FORT WAYNE Fort Wayne, Indiana 46802 as Obligee, hereinafter called the Obligee,
in the sum of Two-Hundred Thousand no/100----- Dollars

(\$200,000.00-), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for refuse collection

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 26th day of April, 19 89

Neil K. Gars
Witness

Karen E. Bogard
Witness

WASTE MANAGEMENT OF FORT WAYNE,
A DIVISION OF INDIANA WASTE
SYSTEMS, INC. (Seal)

Principal

Gregory T. Sangalis
Gregory T. Sangalis, Assistant Title
Secretary

SAFECO INSURANCE COMPANY OF AMERICA

By Robyn L. Schlieben
Robyn L. Schlieben, Attorney-in-Fact



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE, SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 7591

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

-----ROBERT K. MILLER; ROBYN L. SCHLIEBEN; SARAH B. YIRCOTT; BRENDA D. HOCKBERGER;
Chicago, Illinois-----

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 16th day of February, 19 89

CERTIFICATE

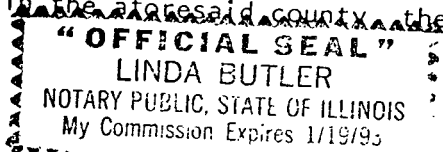
STATE OF ILLINOIS

COUNTY OF ~~COOK~~ DUPAGE

On this 12th day of April, 1989, before me personally appeared
Robyn L. Schlieben,

known to me to be the Attorney-In-Fact of SAFECO INSURANCE COMPANY OF AMERICA, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid county, the day and year in this certificate first above written.



Linda Butler
(Notary Public)

I, Boh A. Dickey, Secretary of SAFECO INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 12th day of April, 19 89



THE CITY OF FORT WAYNE

CITY COUNTY BUILDING • ROOM 122 • FORT WAYNE, INDIANA 46802 • 219-427-1208

SANDRA E. KENNEDY, CITY CLERK

November 4, 1992

Ms. Connie Lambert
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, Indiana 46802

Dear Ms. Lambert

Please give the attached full coverage on the date of November 7th in both the News Sentinel and Journal Gazette.

RE: Legal Notice for Common Council of Fort Wayne, IN

Bill No. G-92-10-35
Establishing a user fee for the collection of residential refuse.

Please send us 2 copies of the Publisher's Affidavit from both papers.

Thank you.

Sincerely,

Sandra E. Kennedy
City Clerk

SEK/ap

NOTICE OF A PUBLIC HEARING OF THE
COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA

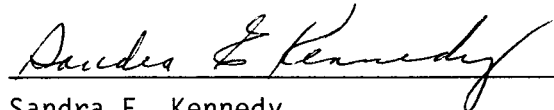
You are hereby notified that the Common Council of the City of Fort Wayne, Indiana, will hold a PUBLIC HEARING ON TUESDAY, NOVEMBER 17, AT 7:00 P.M., E.S.T. IN THE COMMON COUNCIL CHAMBERS, ROOM 126 CITY-COUNTY BUILDING, ONE MAIN STREET, FORT WAYNE, INDIANA

Said hearing shall be held on the following bill:

BILL NO. G-92-10-35

AN ORDINANCE amending chapter 14, Article V of the code of laws of the City of Fort Wayne establishing a user fee for the collection and disposal of residential municipal solid waste

DATED: November 4, 1992



Sandra E. Kennedy
Clerk of the Common Council
of the City of Fort Wayne,
Indiana



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ROOM 122 • FORT WAYNE, INDIANA 46802 • 219-427-1208

SANDRA E. KENNEDY, CITY CLERK

November 5, 1992

Ms. Connie Lambert
Fort Wayne Newspapers
600 West Main Street
Fort Wayne, Indiana 46802

Dear Ms. Lambert:

Please give the attached full coverage on the dates of November 9 & 16
in both the News Sentinel and Journal Gazette.

RE: Legal Notice for Common Council
of Fort Wayne, Indiana

Bill No. X-92-10-33 (as amended)
Phelps Dodge/Zollner Annexation Ordinance

Please send us 4 copies of the Publisher's Affidavit from both newspapers.
Thank you.

Sincerely,

Sandra E. Kennedy
City Clerk

SEK/ap



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ROOM 122 • FORT WAYNE, INDIANA 46802 • 219-427-1208

SANDRA E. KENNEDY, CITY CLERK

December 1, 1992

Ms. Connie Lambert
Fort Wayne Newspapers, Inc.
600 West Main Street
Fort Wayne, IN 46802

Dear Ms. Lambert:

Please give the attached full coverage on the dates of
December 4 and December 11, 1992, in both the News
Sentinel and Journal Gazette.

RE: Legal Notice for Common Council
of Fort Wayne, IN

Bill No. G-92-10-35 (as amended) (as amended)
Garbage Ordinance (Fee)
General Ordinance No. G-53-92

Please send us 4 copies of the Publisher's Affidavit from
both newspapers.

Thank you.

Sincerely yours,


Sandra E. Kennedy
City Clerk

SEK/ne
ENCL: 1

LEGAL NOTICE

Notice is hereby given that on the 24th day of
November, 19 92, the Common Council of the City
of Fort Wayne, Indiana, in a Regular Session did pass
the following Bill No. G-92-10-35 (as amended) (as amended) General
Ordinance No. G-53-92 to-wit:

BILL NO. G-92-10-35 (AS AMENDED) *(as amended)*

GENERAL ORDINANCE NO. G- 53-92

AN ORDINANCE AMENDING CHAPTER 14,
ARTICLE V OF THE CODE OF LAWS OF THE
CITY OF FORT WAYNE ESTABLISHING A
USER FEE FOR THE COLLECTION AND
DISPOSAL OF RESIDENTIAL MUNICIPAL
SOLID WASTE.

WHEREAS, the City of Fort Wayne has chosen to
provide the service of residential refuse collection and
disposal, through its Board of Public Works in accordance
with I.C. 36-9-6-19, and

WHEREAS, the City of Fort Wayne, pursuant to
I.C. 36-9-30-5 has contracted with Waste Management, Inc.
for the collection and disposal of refuse from
residential units, as those terms are defined in said
contract, through December 31, 1994, and

WHEREAS, the Common Council of the City of Fort
Wayne, in accordance with I.C. 36-9-30-6, has annually
made appropriations from the General Fund to cover the
necessary and incidental costs of providing for such
refuse disposal without assessing a charge against the
residential user of this service, and

WHEREAS, I.C. 36-9-30-7 grants to the Board of
Public Works the power to collect revenues for the
service of collecting and disposing of solid waste, and

WHEREAS, the Common Council of the City of Fort
Wayne now finds such a user fee should be implemented
beginning January 1, 1993, to pay all necessary and
incidental costs of providing residential refuse
collection and disposal services throughout the City of
Fort Wayne.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. Definitions.

BULKY WASTE - A large appliance, piece of furniture or
waste material from a residential source
other than Freon waste items

sections of the Municipal Code of the City of Fort Wayne
in conflict herewith are hereby repealed.

SECTION 10. This Ordinance shall be in full
force and effect from and after its passage and any and
all necessary approval by the Mayor and legal publication
thereof.

Donald J. Schmidt
Council Member

Read the third time in full and on motion by Schmidt, and
duly adopted, placed on its passage. PASSED by the following vote:

AYES: Eight
Edmonds, GiaQuinta, Henry, Long, Lunsey,
Ravine, Schmidt, Talarico

NAYS: One
Bradbury

ABSTAINED: None

ABSENT: None

DATED: 11-24-92

Sandra E. Kennedy
City Clerk

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana as General Ordinance No. G-53-92 on the 24th day of
November, 1992.

ATTEST: (SEAL)

Sandra E. Kennedy
City Clerk

Thomas C. Henry
Presiding Officer

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 25th day of November, 1992, at the hour of 3:00 o'clock P.M.,
E.S.T.

Sandra E. Kennedy
City Clerk

Approved and signed by me this 27th day of November, 1992, at
the hour of 5:00 o'clock P.M., E.S.T.

Paul Helmke
Mayor

I, The Clerk of the City of Fort Wayne, Indiana do hereby certify
that the above and foregoing is a full, true and complete copy of

General Ordinance No. G-53-92,
passed by the Common Council on the 24th day of
November, 1992, and that said Ordinance was
duly signed and approved by the Mayor on the 27th day of
November, 1992, and now remains on file and
on record in my office.

WITNESS my hand, and the official seal of the City of Fort Wayne,
Indiana, this 30th day of November, 1992.

SEAL

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

FW COMMON COUNCIL
(Governmental Unit)

To: The News-Sentinel Dr.
P.O. Box 100
Fort Wayne, IN

County, Indiana

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set)
-- number of equivalent lines

Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

20 lines, 1 columns wide equals 20 equivalent lines
at .33 cents per line

\$ 6.60

Additional charge for notices containing rule or tabular work
(50 percent of above amount)

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)

TOTAL AMOUNT OF CLAIM

\$ 6.60

DATA FOR COMPUTING COST

Width of single column 12.5 ems
Number of insertions 1
Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Bonnie McNeal

Date: Nov 7, 19 92

Title: Clerk

PUBLISHER'S AFFIDAVIT

State of Indiana)

) ss:

Allen County)

Personally appeared before me, a notary public in and for said county and state, the undersigned Bonnie McNeal who, being duly sworn, says that he/she is Clerk of the The News-Sentinel newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time, the dates of publication being as follows:

11/07/92

Bonnie McNeal

Subscribed and sworn to before me this 7th day of Nov, 1992.

SHELLEY R. LARUE
Notary Public Whitley County, IN
SHELLEY R. LARUE

My commission expires: March 3, 1994

NOTICE OF A PUBLIC HEARING OF THE
COMMON COUNCIL OF THE CITY OF
FORT WAYNE, INDIANA
You are hereby notified that the Common Council of the City of Fort Wayne, Indiana, will hold a PUBLIC HEARING ON TUESDAY, NOVEMBER 17, AT 7:00 P.M., E.S.T. IN THE COMMON COUNCIL CHAMBERS, ROOM 128 CITY-COUNTY BUILDING, ONE MAIN STREET, FORT WAYNE, INDIANA
Said hearing shall be held on the following bill:
BILL NO. G-92-10-35
AN ORDINANCE amending chapter 14, Article V of the code of laws of the City of Fort Wayne establishing a user fee for the collection and disposal of residential municipal solid waste
DATED: November 4, 1992
Sandra E. Kennedy,
Clerk of the Common Council
of the City of Fort Wayne, Indiana

FW COMMON COUNCIL
(Governmental Unit)

County, Indiana

To: The Journal-Gazette
P.O. Box 100
Fort Wayne, IN

Dr.

PUBLISHER'S CLAIM

LINE COUNT

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TOTAL AMOUNT OF CLAIM

\$ 6.60

DATA FOR COMPUTING COST

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Number of insertions 1

Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Date: Nov 7, 19 92

Title: Bonnie McNeal Clerk

PUBLISHER'S AFFIDAVIT

State of Indiana)

) ss:

Allen County)

Personally appeared before me, a notary public in and for said county and state, the undersigned Bonnie McNeal who, being duly sworn, says that he/she is Clerk of the The Journal-Gazette newspaper of general circulation printed and published in the English language in the (city) (town) of Fort Wayne, IN in state and county aforesaid, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 time 11/07/92, the dates of publication being as follows:

11/07/92

Bonnie McNeal

Subscribed and sworn to before me this 7th day of Nov, 1992.

SHELLEY R. LARUE

Notary Public Whitley County, IN
SHELLEY R. LARUE

My commission expires: March 3, 1994

NOTICE OF A PUBLIC HEARING OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA

You are hereby notified that the Common Council of the City of Fort Wayne, Indiana, will hold a PUBLIC HEARING ON TUESDAY, NOVEMBER 17, AT 7:00 P.M., E.S.T. IN THE COMMON COUNCIL CHAMBERS, ROOM 126 CITY-COUNTY BUILDING, ONE MAIN STREET, FORT WAYNE, INDIANA

Said hearing shall be held on the following bill: BILL NO. G 92-10 35

AN ORDINANCE amending chapter 14, Article V of the code of laws of the City of Fort Wayne establishing a user fee for the collection and disposal of residential municipal solid waste

DATED: November 4, 1992

Sandra E. Kennedy
Clerk of the Common Council
of the City of Fort Wayne, Indiana
#001

11-7

FW COMMON COUNCIL

(Governmental Unit)

To:

The Journal-Gazette

Dr.

P.O. Box 100

Fort Wayne, IN

County, Indiana

PUBLISHER'S CLAIM

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Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

226 lines, 1 columns wide equals 226 equivalent lines
at .495 cents per line

\$ 111.87

Additional charge for notices containing rule or tabular work
(50 percent of above amount)

Charge for extra proofs of publication (\$1.00 for each proof in excess of two)

2.00

TOTAL AMOUNT OF CLAIM

\$ 113.87

DATA FOR COMPUTING COST

Width of single column 12.5 ems

Number of insertions 2

Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Bonnie Brown

Date: Dec 11, 19 92

Title: Clerk

PUBLISHER'S AFFIDAVIT

LEGAL NOTICE

Notice is hereby given that on the 24th day of November, 1992, the Common Council of the City of Fort Wayne, Indiana, in a Regular Session did pass the following Bill No. G-92-10-35 (as amended) (as amended) General Ordinance No. G-53-92 to-wit: BILL NO. G-92-10-35 (AS AMENDED) (as amended)

GENERAL ORDINANCE NO. G-53-92 AN ORDINANCE AMENDING CHAPTER 14, ARTICLE V OF THE CODE OF LAWS OF THE CITY OF FORT WAYNE ESTABLISHING A USER FEE FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL MUNICIPAL SOLID WASTE.

WHEREAS, the City of Fort Wayne has chosen to provide the service of residential refuse collection and disposal, through its Board of Public Works in accordance with I.C. 36-9-6-19, and

WHEREAS, the City of Fort Wayne, pursuant to I.C. 36-9-30-5 has contracted with Waste Management, Inc. for the collection and disposal of refuse from residential units, as those terms are defined in said contract, through December 31, 1994, and

WHEREAS, the Common Council of the City of Fort Wayne, in accordance with I.C. 36-9-30-6, has annually made appropriations from the General Fund to cover the necessary and incidental costs of providing for such refuse disposal without assessing a charge against the residential user of this service, and

WHEREAS, I.C. 36-9-30-7 grants to the Board of Public Works the power to collect revenues for the service of collecting and disposing of solid waste, and

WHEREAS, the Common Council of the City of Fort Wayne now finds such a user fee should be implemented beginning January 1, 1993, to pay all necessary and incidental costs of providing residential refuse collection and disposal services throughout the City of Fort Wayne.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. Definitions.

BULKY WASTE - A large appliance, piece of furniture or waste material from a residential source other than Freon waste items, construction debris or hazardous waste, with a weight or volume greater than that allowed for containers.

FREON WASTE ITEM - An appliance or other waste item of a type which originally contained Freon or any other nonflammable or noncombustible gas or

fluorinated hydrocarbons used as a refrigerant, disposal of which is specifically regulated by the United States Environmental Protection Agency.

31 - professional male seeks a female for holiday? Call 4163

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100 - professional male seeks a female for holiday? Call 4163

to other charges due should a delinquency occur on the utility account.

(b) The Board of Public Works shall have the authority to hire and/or contract for such collection and disposal services as provided by I.C. 36-9-30-8. SECTION 8. The fee and residential municipal waste collection and disposal program established hereunder shall be reviewed at least annually. Said rate system shall be adjusted as necessary to provide sufficient funds to pay any and all contract fees for collection, hauling and/or disposal of such residential municipal waste and all costs incidental to the program, but shall also strive to equitably assess charges in a manner conducive to voluntary recycling. However, the fee shall not exceed \$5.00 for 1993.

SECTION 9. Severability.

a) The invalidity of any section, sentence, clause, paragraph, part or provision of this Ordinance shall not affect the validity of any other section, sentence, clause, paragraph, part or provision of this Ordinance which can be given meaning without such invalid part or parts.

b) All Ordinances or parts of Ordinances and sections of the Municipal Code of the City of Fort Wayne in conflict herewith are hereby repealed.

SECTION 10. This Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor and legal publication thereof.

Donald J. Schmidt
Council Member

Read the third time in full and on motion by Schmidt, and duly adopted, placed on its passage. PASSED by the following vote:

AYES: Five

come up with a plan to reduce
Funds OK'd
for increase
in foster care

and state, the
says that he/
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inted matter
id paper for

19 92

County, IN

FW COMMON COUNCIL
(Governmental Unit)To: The News-Sentinel
P.O. Box 100
Fort Wayne, IN Dr.

County, Indiana

PUBLISHER'S CLAIM

LINE COUNT

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2.00

TOTAL AMOUNT OF CLAIM

\$ 113.87

DATA FOR COMPUTING COST

Width of single column 12.5 ems

Number of insertions 2

Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

that the foregoing account is just and correct, that the amount
allowing all just credits, and that no part of the

Bonnie Brown

Title:

Clerk

19 92

Schmidt, Talarico
NAYS: One
Bradbury
ABSTAINED: None
ABSENT: None
DATED 11-24-92Sandra E. Kennedy
City ClerkPassed and adopted by the Common Council of the
City of Fort Wayne, Indiana as General Ordinance
No. G-53-92 on the 24th day of November, 1992.ATTEST:
Sandra E. Kennedy
City Clerk
Presented by me to the Mayor of the City of
Fort Wayne, Indiana, on the 25th day of Novem
ber, 1992, at the hour of 3:00 o'clock P.M., E.S.T.
Sandra E. Kennedy
City ClerkApproved and signed by me this 27th day of Nov
ber, 1992, at the hour of 5:00 o'clock P.M., E.S.T.
I, The Clerk of the City of Fort Wayne, Indiana
hereby certify that the above and foregoing is a
true and complete copy of General Ordinance
G-53-92, passed by the Common Council of
the City of Fort Wayne, Indiana, on the 24th
day of November, 1992, and that said
Ordinance was duly signed and approved by the
Mayor of the City of Fort Wayne, Indiana, on
the 27th day of November, 1992, and no
change has been made on file and on record in my office.
WITNESS my hand, and the official seal of the
City of Fort Wayne, Indiana, this 30th day of Novem
ber, 1992.

12-4-11

SANDRA E. KENNEDY

Bonnie Brown

me this 11th day of Dec, 19 92

Notary Public Whitley County, IN
SHELLEY R. LARUE

ch 3, 1994

FW COMMON COUNCIL
(Governmental Unit)

To: The News-Sentinel
P.O. Box 100
Fort Wayne, IN Dr.

County, Indiana

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set) -- number of equivalent lines

Head -- number of lines

Body -- number of lines

Tail -- number of lines

Total number of lines in notice

COMPUTATION OF CHARGES

226 lines, 1 columns wide equals 226 equivalent lines
at 2 cents per line \$ 111.87

Additional charge for notices containing rule or tabular work (50 percent of above amount)

Charge for extra proofs of publication (\$1.00 for each proof in excess of two) 2.00

TOTAL AMOUNT OF CLAIM \$ 113.87

DATA FOR COMPUTING COST

Width of single column 12.5 ems
Number of insertions 2
Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the has been paid.

Bonnie Brown

19 92

Title: Clerk

Administrative procedures shall be final and appealable. The Director's decision with I.C. 4-21.5-3, et seq. No dispute or appeal of said fee shall be a valid reason for non-payment until account by the City. In such case, any overpayment made hereunder shall be applied as a credit to said

er's utility account to satisfy charges for water and sewer usage and/or storm water service. SECTION 6. Proper disposal of Freon waste items shall be the responsibility of the owner thereof. Collection and disposal of Freon waste items from residential sources shall be provided by the City only on attachment of a Fort Wayne Disposal tag purchased from designated vendors for said purpose. It shall be unlawful for any person to leave or permit remain outside of any dwelling, building or other structure, or within any unoccupied or abandoned building, dwelling or other structure under his/her control, any abandoned, unattended or discarded Freon waste item for a period of greater than seven (7) consecutive days. Failure to properly dispose of a Freon waste item within a seven (7) day period shall constitute a nuisance under this Chapter punishable by fine of fifty dollars (\$50.00) per violation. SECTION 7. (a) The Board of Public Works shall have the responsibility and authority to adopt rules and regulations governing the implementation of this residential municipal waste collection and disposal program which shall include the authority to appoint an agent for the collection of the charges due hereunder, and may provide for late payment charges, attorney fees and court costs which may be added to other charges due should a delinquency occur on the utility account. (b) The Board of Public Works shall have the authority to hire and/or contract for such collection and disposal services as provided by I.C. 36-9-30-8. SECTION 8. The fee and residential municipal waste collection and disposal program established hereunder shall be reviewed at least annually. Said rate system shall be adjusted as necessary to provide sufficient funds to pay any and all contract fees for collection, hauling and/or disposal of such residential municipal waste and all costs incidental to the program, but shall also strive to equitably assess charges in a manner conducive to voluntary recycling. However, the fee shall not exceed \$5.00 for 1993. SECTION 9. Severability. The invalidity of any section, sentence, clause, paragraph, part or provision of this Ordinance shall not affect the validity of any other section, sentence, clause, paragraph, part or provision of this Ordinance.

Statement
each

See SNOW /Page 30.
first planned to delay the school day.
of transportation, said school officials Lake, East Allen County Schools to three hours behind.
city schools started late; some districts out of the area.

were closed, as well as others in Noble, Steuben and Williams pupils got a day off Thursday. All but there were scattered fender-up on their sleep. Fort streets, said Earl Alder, highway operations no major weather-related accidents and sheriff's departments

W; drivers curse it

er's utility account to satisfy charges for water and sewer usage and/or storm water service. SECTION 6. Proper disposal of Freon waste items shall be the responsibility of the owner thereof. Collection and disposal of Freon waste items from residential sources shall be provided by the City only on attachment of a Fort Wayne Disposal tag purchased from designated vendors for said purpose. It shall be unlawful for any person to leave or permit remain outside of any dwelling, building or other structure, or within any unoccupied or abandoned building, dwelling or other structure under his/her control, any abandoned, unattended or discarded Freon waste item for a period of greater than seven (7) consecutive days. Failure to properly dispose of a Freon waste item within a seven (7) day period shall constitute a nuisance under this Chapter punishable by fine of fifty dollars (\$50.00) per violation. SECTION 7. (a) The Board of Public Works shall have the responsibility and authority to adopt rules and regulations governing the implementation of this residential municipal waste collection and disposal program which shall include the authority to appoint an agent for the collection of the charges due hereunder, and may provide for late payment charges, attorney fees and court costs which may be added to other charges due should a delinquency occur on the utility account. (b) The Board of Public Works shall have the authority to hire and/or contract for such collection and disposal services as provided by I.C. 36-9-30-8. SECTION 8. The fee and residential municipal waste collection and disposal program established hereunder shall be reviewed at least annually. Said rate system shall be adjusted as necessary to provide sufficient funds to pay any and all contract fees for collection, hauling and/or disposal of such residential municipal waste and all costs incidental to the program, but shall also strive to equitably assess charges in a manner conducive to voluntary recycling. However, the fee shall not exceed \$5.00 for 1993. SECTION 9. Severability. The invalidity of any section, sentence, clause, paragraph, part or provision of this Ordinance shall not affect the validity of any other section, sentence, clause, paragraph, part or provision of this Ordinance.

Schmidt, Talarico
NAYS: One
Bradbury
ABSTAINED: None
ABSENT: None
DATED 11-24-92
Sandra E. Kennedy
City Clerk
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-53-92 on the 24th day of November, 1992.
ATTEST:
Sandra E. Kennedy
City Clerk
Thomas C. Henry
Presiding Officer
Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of November, 1992, at the hour of 3:00 o'clock P.M., E.S.T.
Sandra E. Kennedy
City Clerk
Paul Heimke
Mayor
I, The Clerk of the City of Fort Wayne, Indiana do hereby certify that the above and foregoing is a full, true and complete copy of General Ordinance No. G-53-92, passed by the Common Council on the 24th day of November, 1992, and that said Ordinance was duly signed and approved by the Mayor on the 27th day of November, 1992, and now remains on file and on record in my office.
WITNESS my hand, and the official seal of the City of Fort Wayne, Indiana, this 30th day of November, 1992
SANDRA E. KENNEDY
#259

Bonnie Brown

this 11th day of Dec, 19 92

Shelley R. Larue
Notary Public Whitley County, IN
SHELLEY R. LARUE
3, 1994